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):
March 6, 2017

Commission File Number	Exact Name of Registrant as Specified in its Charter, State of Incorporation, Address of Principal Executive Offices and Telephone Number	I.R.S. Employer Identification No.
001-32206	**GREAT PLAINS ENERGY INCORPORATED** (A Missouri Corporation) 1200 Main Street Kansas City, Missouri 64105 (816) 556-2200	43-1916803

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))

Item 8.01. Other Events.

On March 9, 2017, Great Plains Energy Incorporated ("Great Plains Energy") issued $750,000,000 aggregate principal amount of 2.50% Notes due 2020, $1,150,000,000 aggregate principal amount of 3.15% Notes due 2022, $1,400,000,000 aggregate principal amount of 3.90% Notes due 2027 and $1,000,000,000 aggregate principal amount of 4.85% Notes due 2047 (collectively, the "Notes"), pursuant to an Underwriting Agreement, dated March 6, 2017, between Great Plains Energy and Goldman, Sachs & Co., as representative of the several underwriters named therein. The Notes were registered under the Securities Act of 1933, as amended, pursuant to the Post-Effective Amendment No. 1 to the registration statement (the "Registration Statement") on Form S-3 of Great Plains Energy, filed with the Securities and Exchange Commission on September 27, 2016 (File No. 333-202692).

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

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description
1.1	Underwriting Agreement dated March 6, 2017 between Great Plains Energy and Goldman, Sachs & Co., as representative of the several underwriters named therein.
4.1	Fifth Supplemental Indenture dated as of March 9, 2017 between Great Plains Energy and The Bank of New York Mellon Trust Company, N.A., as trustee.
5.1	Opinion of Hunton & Williams LLP, regarding the legality of the Notes.
23.1	Consent of Hunton & Williams LLP (included in Exhibit 5.1).

SIGNATURES

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

GREAT PLAINS ENERGY INCORPORATED

Date: March 9, 2017

/s/ Lori A. Wright

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

EXHIBIT INDEX

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Exhibit 1.1

Executed Copy

Great Plains Energy Incorporated

$750,000,000 2.50% Notes due 2020

$1,150,000,000 3.15% Notes due 2022

$1,400,000,000 3.90% Notes due 2027

$1,000,000,000 4.85% Notes due 2047

UNDERWRITING AGREEMENT

dated March 6, 2017

Goldman, Sachs & Co.

Underwriting Agreement

March 6, 2017

GOLDMAN, SACHS & CO.
As Representative of the several Underwriters named in the attached Schedule A
200 West Street
New York, New York 10282

Ladies and Gentlemen:

Great Plains Energy Incorporated, a Missouri corporation (the "**Company**"), confirms its agreement with each of the underwriters named in Schedule A (the "**Underwriters**"), subject to the terms and conditions stated herein, with respect to the issue and sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of the respective principal amounts set forth in such Schedule A of (a) $750,000,000 aggregate principal amount of the Company's 2.50% Notes due 2020 (the "**2020 Senior Notes**"), (b) $1,150,000,000 aggregate principal amount of the Company's 3.15% Notes due 2022 (the "**2022 Senior Notes**"), (c) $1,400,000,000 aggregate principal amount of the Company's 3.90% Notes due 2027 (the "**2027 Senior Notes**") and (d) $1,000,000,000 aggregate principal amount of the Company's 4.85% Notes due 2047 (the "**2047 Senior Notes**" and, together with the 2020 Senior Notes, the 2022 Senior Notes and the 2027 Senior Notes, the "**Senior Notes**"). Goldman, Sachs & Co. has agreed to act as representative of the several Underwriters (in such capacity, the "**Representative**") in connection with the offering and sale of the Senior Notes.

The Senior Notes will be issued pursuant to a senior indenture, as previously supplemented (the "**Base Indenture**"), dated as of June 1, 2004 between the Company and The Bank of New York Mellon Trust Company, N.A. (successor to BNY Midwest Trust Company), as trustee (the "**Trustee**"). Certain terms of the Senior Notes will be established pursuant to a supplemental indenture (the "**Supplemental Indenture**") in accordance with Article Thirteen of the Base Indenture (together with the Base Indenture, the "**Indenture**"). The Senior Notes will be issued in book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company (the "**Depositary**"), pursuant to a Blanket Letter of Representations dated June 11, 2004 among the Company, the Trustee and the Depositary (the "**DTC Agreement**").

The Company has prepared and filed with the Securities and Exchange Commission (the "**Commission**") a registration statement on Form S-3 (File No. 333-202692), to be used in connection with, among other securities, the public offering and sale of debt securities, including the Senior Notes, of the Company. Such registration statement, as amended, including the financial statements, exhibits and schedules thereto, in the form in which it became effective under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the "**Securities Act**"), including any required information deemed to be a part of the registration statement at the time of effectiveness pursuant to Rule 430B of the Securities Act, is called the "**Registration Statement**." The term "**Base Prospectus**" shall mean the base prospectus dated September 27, 2016 relating to the Senior Notes. The term "**Preliminary Prospectus**" shall mean any preliminary prospectus supplement relating to the

Senior Notes, together with the Base Prospectus, that is filed with the Commission pursuant to Rule 424(b) of the Securities Act ("**Rule 424(b)**"). The term "**Prospectus**" shall mean the final prospectus supplement relating to the Senior Notes, together with the Base Prospectus, that is first filed pursuant to Rule 424(b) after the date and time that this Agreement is executed (the "**Execution Time**") and delivered by the parties hereto. Any reference herein to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents that are or are deemed to be incorporated by reference therein pursuant to Item 12 of Form S-3 of the Securities Act prior to 6:25 p.m. (Eastern time) on March 6, 2017 (the "**Initial Sale Time**"). All references in this Agreement to the Registration Statement, any Preliminary Prospectus, the Prospectus, or any amendments or supplements to any of the foregoing, shall include any copy thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System ("**EDGAR**").

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

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

Section 1. Representations and Warranties of the Company.

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

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

(b) *Compliance with Registration Requirements.* The Company meets the requirements for use of Form S-3 of the Securities Act. The Registration Statement has become effective under the Securities Act on September 27, 2016 and no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated or threatened by the Commission, and any request on the part of the Commission for additional information has been complied with. In addition, the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated thereunder (the "**Trust Indenture Act**").

At the respective times the Registration Statement and any post-effective amendments thereto became effective and at each Representation Date, the Registration Statement and any amendments thereto (i) complied and will comply in all material respects with the requirements of the Securities Act and the Trust Indenture Act, and (ii) did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Neither the Prospectus nor any amendments or supplements thereto, at the time the Prospectus or any such amendment or supplement was issued and at the Closing Date, included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, the representations and warranties in this Section 1(b) shall not apply to (i) that part of the Registration Statement which constitutes the Statement of Eligibility on Form T-1 of the Trustee under the Trust Indenture Act or (ii) statements in or omissions from the Registration Statement or any post-effective amendment or the Prospectus or any amendments or supplements thereto made in reliance upon and in conformity with information furnished to the Company in writing by any of the Underwriters through the Representative expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

Each Preliminary Prospectus and the Prospectus, at the time each was filed with the Commission, complied in all material respects with the Securities Act and each Preliminary Prospectus and the Prospectus delivered to the Underwriters for use in connection with the offering of the Senior Notes will, at the time of such delivery, be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(c) *Disclosure Package.* The term "**Disclosure Package**" shall mean (i) the Preliminary Prospectus dated March 6, 2017, (ii) each Issuer Free Writing Prospectus (as such term is defined below) identified in Annex I hereto (each, an "**Issuer General Use Free Writing Prospectus**") and (iii) any other free writing prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package. The term "**Issuer Free Writing Prospectus**" shall mean any "issuer free writing prospectus" (as such term is defined in Rule 433 of the Securities Act ("**Rule 433**")) relating to the Senior Notes that (i) is required to be

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

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

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

(f) *Issuer Free Writing Prospectuses*. Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offering and sale of Senior Notes or until any earlier date that the Company notified or notifies the Representative as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement, any Preliminary Prospectus or the Prospectus. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, any Preliminary Prospectus or the Prospectus, the Company has promptly notified or will promptly notify the Representative and has promptly amended or supplemented or will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict. The foregoing

two sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by any Underwriter through the Representative specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

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

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

(i) *Subsidiaries*. Each "significant subsidiary" (as such term is defined in Rule 1-02 of Regulation S-X) of the Company (each, a "**Subsidiary**" and together, the "**Subsidiaries**") has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Disclosure Package and the Prospectus and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Change; except as otherwise disclosed in the Disclosure Package and the Prospectus, all of the issued and outstanding shares of capital stock owned directly or indirectly by the Company of each such Subsidiary have been duly authorized and validly issued, are fully paid and non-assessable and are owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity; and none of the outstanding shares of capital stock of any Subsidiary was issued in violation of the preemptive or similar rights of any securityholder of such Subsidiary. The Company has no significant subsidiaries other than Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company.

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

(k) *Accountants*. Deloitte & Touche LLP ("**D&T**") is an independent public accounting firm with respect to each of the Company and Westar Energy, Inc., a Kansas corporation ("**Westar**"), as required by the Securities Act, the Exchange Act and the Public Company Accounting Oversight Board (United States).

(l) *Financial Statements*. The historical financial statements and any supporting schedules of the Company included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus (in each case, other than pro forma financial information) present fairly, in all material respects, the financial position of the Company as of the dates indicated and the results of its operations and cash flows for the periods specified; except as stated therein, said financial statements have been prepared in conformity with generally accepted accounting principles in the United States ("**GAAP**") applied on a consistent basis; the historical financial statements and any supporting schedules of Westar included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus present fairly, in all material respects, the financial position of Westar as of the dates indicated and the results of its operations and cash flows for the periods specified; except as stated therein, said financial statements have been prepared in conformity with GAAP applied on a consistent basis; and any such supporting schedules included in the Registration Statement present fairly, in all material respects, the information required to be stated therein. The selected financial data and the summary financial information included or incorporated by reference in the Disclosure Package and the Prospectus (in each case, other than pro forma financial information) present fairly, in accordance with GAAP, the information shown therein and have been compiled on a basis consistent with that of the audited financial statements of the Company included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus. The historical pro forma financial statements of the Company included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus have been prepared in accordance with the applicable requirements of the Securities Act and the Exchange Act, as applicable. The assumptions used in preparing the pro forma financial statements included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus provide a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein; the related pro forma adjustments give appropriate effect to those assumptions in all material respects; and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts in all material respects.

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

(n) *Authorization of the Indenture*. The Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized; the Base Indenture has been and, at the Closing Date, the Supplemental Indenture will be duly executed and delivered by the Company; and the Base Indenture constitutes and, at the Closing Date, the Indenture will constitute, a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy,

insolvency, reorganization, moratorium or similar laws relating to or affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

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

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

(q) *Description of the Senior Notes and the Indenture.* The Senior Notes and the Indenture conform in all material respects to the descriptions thereof contained in the Disclosure Package and the Prospectus.

(r) *Material Changes or Material Transactions*. Since the respective dates as of which information is given in the Registration Statement, the Disclosure Package and the Prospectus, except as may otherwise be stated therein or contemplated thereby, (i) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (any such change described in this clause (i), a "**Material Adverse Change**"), (ii) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of Westar and its subsidiaries, such that the Company has the right to terminate its obligation to acquire Westar under the Agreement and Plan of Merger dated as of May 29, 2016 among the Company, Westar and GP Star, Inc. or to decline to consummate the acquisition of Westar as a result of such material adverse change (any such change described in this clause (ii), a "**Westar Material Adverse Change**") and (iii) there have been no transactions entered into by the Company and its subsidiaries considered as one enterprise, nor, to the Company's knowledge, by Westar and its subsidiaries considered as one enterprise (other than, in each case, those in the ordinary course of business) that, in any case, are material with respect to the Company and its subsidiaries considered as one enterprise.

(s) *No Defaults*. Neither the Company nor any of the Subsidiaries is in violation of its articles of incorporation, charter or by-laws. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, neither the Company nor any of the Subsidiaries is in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage,

loan agreement, note, lease or other instrument to which the Company or any of the Subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any of the Subsidiaries is subject (each, an "**Agreement or Instrument**" and, collectively, the "**Agreements and Instruments**"). The execution and delivery of this Agreement, the Indenture and the Senior Notes and the consummation of the transactions contemplated herein and therein have been duly authorized by all necessary corporate action and do not and will not conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any Subsidiary pursuant to, any material Agreements and Instruments, nor will such action result in any violation of the provisions of the articles of incorporation, charter or by-laws of the Company or any of the Subsidiaries, as they may be then amended or in effect, or any applicable law, administrative regulation or administrative or court order or decree.

(t) *Regulatory Approvals*. The Company has made all necessary filings and obtained all necessary consents, orders or approvals in connection with the issuance and sale of the Senior Notes or will have done so by the time the Senior Notes shall be issued and sold, and no consent, approval, authorization, order or decree of any other court or governmental agency or body is required for the consummation by the Company of the transactions contemplated by this Agreement, except such as may be required under state securities laws.

(u) *Legal Proceedings; Contracts*. Except as may be set forth, incorporated or deemed incorporated by reference in the Disclosure Package and the Prospectus, there is no action, suit or proceeding before or by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened against or affecting, the Company or its subsidiaries which would reasonably be expected to result in any Material Adverse Change or any Westar Material Adverse Change, or might materially and adversely affect its properties or assets or would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated by this Agreement; and there are no contracts or documents which are required to be filed as exhibits to the Registration Statement by the Securities Act which have not been so filed.

(v) *Franchises*. The Company and the Subsidiaries hold, to the extent required, valid and subsisting franchises, licenses and permits authorizing them to carry on the regulated utility businesses in which they are engaged in the territories from which substantially all of the Company's consolidated gross operating revenue is derived, except where the failure to hold such franchises, licenses and permits would not result in a Material Adverse Change.

(w) *Environmental Laws*. Except as described, incorporated or deemed incorporated by reference in the Disclosure Package and the Prospectus, and except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, (i) neither the Company nor any of the Subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances,

hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "**Environmental Laws**"), (ii) the Company and the Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (iii) there are no pending or, to the knowledge of the Company, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of the Subsidiaries and (iv) there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company or any of the Subsidiaries relating to Hazardous Materials or any Environmental Laws.

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

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

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

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

(bb) *Internal Controls*. Each of the Company and the Subsidiaries (i) make and keep accurate books and records and (ii) maintain internal accounting controls which provide

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

(cc) *Sarbanes-Oxley*. The Company is in compliance, in all material respects, with all applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including Section 402 related to loans, and the requirement that the Company and its consolidated subsidiaries maintain the following, among other, controls and procedures: (i) a system of "internal accounting controls" as contemplated in Section 13(b)(2)(B) of the Exchange Act; (ii) "disclosure controls and procedures" (as such term is defined in Rule 13a-15(e) of the Exchange Act); and (iii) "internal control over financial reporting" (as such term is defined in Rule 13a-15(f) of the Exchange Act).

(dd) *Pending Proceedings and Examinations*. The Registration Statement is not the subject of a pending proceeding or examination under Section 8(d) or 8(e) of the Securities Act, and the Company is not the subject of a pending proceeding under Section 8A of the Securities Act in connection with the offering of the Senior Notes.

(ee) *Ratings*. The Senior Notes will be rated as described in the Final Term Sheet (as defined herein).

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

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

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

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

Section 2. Purchase, Sale and Delivery of the Senior Notes.

(a) *The Senior Notes.* The Company agrees to issue and sell to the several Underwriters, severally and not jointly, all of the Senior Notes upon the terms herein set forth. On the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Underwriters agree, severally and not jointly, to purchase from the Company the aggregate principal amount of Senior Notes set forth opposite their names on Schedule A, plus any additional principal amount of Senior Notes which such Underwriter may become obligated to purchase pursuant to Section 9 hereof, at a purchase price of (a) 99.472% of the principal amount of the 2020 Senior Notes, (b) 99.324% of the principal amount of the 2022 Senior Notes, (c) 98.968% of the principal amount of the 2027 Senior Notes and (d) 98.995% of the principal amount of the 2047 Senior Notes, in each case payable on the Closing Date.

(b) *The Closing Date.* Delivery of certificates for the Senior Notes in global form to be purchased by the Underwriters and payment therefor shall be made at the offices of Pillsbury Winthrop Shaw Pittman LLP, 1540 Broadway, New York, New York (or such other place as may be agreed to by the Company and the Representative) at 10:00 a.m., New York City time, on March 9, 2017, or such other time and date as the Underwriters and the Company shall mutually agree (the time and date of such closing are called the "Closing Date").

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

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

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

Section 3. Covenants of the Company

The Company covenants and agrees with each Underwriter as follows:

(a) *Compliance with Securities Regulations and Commission Requests.* The Company, subject to Section 3(b) hereof, will comply with the requirements of Rule 430B of the Securities Act, and will promptly notify the Representative, and confirm the notice in writing, of (i) the effectiveness during the Prospectus Delivery Period (as such term is defined herein) of any post-effective amendment to the Registration Statement or the filing of any supplement or amendment to any Preliminary Prospectus or the Prospectus, (ii) the receipt of any comments from the Commission during the Prospectus Delivery Period, (iii) any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to any Preliminary Prospectus or the Prospectus or for additional information, and (iv) the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of any Preliminary Prospectus or the Prospectus, or of the suspension of the qualification of the Senior Notes for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes. The Company will promptly effect the filings necessary pursuant to Rule 424 and will take such steps as it deems necessary to ascertain promptly whether any Preliminary Prospectus and the Prospectus transmitted for filing under Rule 424 was received for filing by the Commission and, in the event that it was not, it will promptly file such document. The Company will use every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment.

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

(c) *Delivery of Registration Statements.* If requested, the Company will furnish or deliver to the Representative and counsel for the Underwriters, without charge, copies of the Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) and copies of all consents and certificates of experts, and will also deliver to the Representative, without charge, a conformed copy of the Registration Statement as originally filed and of each amendment thereto (without exhibits) for each of the Underwriters. The Registration Statement and each amendment thereto furnished to the Underwriters will be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) *Delivery of Prospectuses.* The Company will deliver to each Underwriter, without charge, as many copies of each Preliminary Prospectus as such Underwriter may reasonably request, and the Company hereby consents to the use of such copies for purposes permitted by the Securities Act. The Company will furnish to each Underwriter, without charge, during the Prospectus Delivery Period, such number of copies of the Prospectus as such Underwriter may reasonably request. Each Preliminary Prospectus and the Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) *Continued Compliance with Securities Laws*. The Company will comply with the Securities Act and the Exchange Act so as to permit the completion of the distribution of the Senior Notes as contemplated in this Agreement and the Prospectus. If, at any time during the Prospectus Delivery Period, any event shall occur or condition shall exist as a result of which it is necessary to amend the Registration Statement in order that the Registration Statement will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or to amend or supplement the Disclosure Package or the Prospectus in order that the Disclosure Package or the Prospectus, as the case may be, will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the Initial Sale Time or at the time it is delivered or conveyed to a

purchaser, not misleading, or if it shall be necessary at any such time to amend the Registration Statement or amend or supplement the Disclosure Package or the Prospectus in order to comply with the requirements of the Securities Act, the Company will (i) notify the Representative of any such event, development or condition, (ii) promptly prepare and file with the Commission, subject to Section 3(b) hereof, such amendment or supplement (including by filing under the Exchange Act any document incorporated by reference in the Disclosure Package or the Prospectus) as may be necessary to correct such statement or omission or to make the Registration Statement, the Disclosure Package or the Prospectus comply with such requirements and (iii) the Company will furnish to the Underwriters, without charge, such number of copies of such amendment or supplement to the Disclosure Package or the Prospectus as the Underwriters may reasonably request.

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

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

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

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

(j) *Agreement Not to Offer or Sell Additional Securities.* During the period commencing on the date hereof and ending on the Closing Date, the Company will not, without the prior written consent of the Representative (which consent may be withheld at the sole discretion of the Representative), directly or indirectly, sell, offer, contract or grant any option to sell, transfer or establish an open “put equivalent position” within the meaning of Rule 16a-1(h) of the Exchange Act, or otherwise dispose of or transfer, or announce the offering of, or file any registration statement under the Securities Act in respect of, any debt securities of the Company similar to the Senior Notes or securities exchangeable for or convertible into debt securities similar to the Senior Notes, other than as contemplated by this Agreement with respect to the Senior Notes.

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

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

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

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

new shelf registration statement relating to the Senior Notes, in a form satisfactory to the Representative, and will use its best efforts to cause such registration statement to be declared effective within 60 days after the Renewal Deadline. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Senior Notes to continue as contemplated in the expired registration statement relating to the Senior Notes. References herein to the Registration Statement shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be.

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

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

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

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

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

Financial Industry Regulatory Authority, Inc. ("**FINRA**") of the terms of the sale of the Senior Notes, (vii) the fees and expenses of the Trustee, including the reasonable fees and disbursements of counsel for the Trustee in connection with the Indenture and the Senior Notes, (viii) any fees payable in connection with the rating of the Senior Notes with the ratings agencies, (ix) all fees and expenses (including reasonable fees and expenses of counsel) of the Company in connection with approval of the Senior Notes by the Depositary for "book-entry" transfer, (x) all other fees, costs and expenses referred to in Item 14 of Part II of the Registration Statement, (xi) all reasonable out-of-pocket expenses incurred by the Representative with respect to any road show, including expenses relating to slide production, internet road show taping and travel, and (xii) all other fees, costs and expenses incurred in connection with the performance of its obligations hereunder for which provision is not otherwise made in this Section 4; provided, however, that the Underwriters have agreed to reimburse up to $150,000 of the Company's expenses in connection with the offering contemplated hereby. Except as provided in this Section 4 and Section 6, Section 7 and Section 8 hereof, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel. For the avoidance of doubt, if the Senior Notes are redeemed in accordance with Article Seven or Eight of the Supplemental Indenture, the Underwriters shall have no obligation to pay any amount in connection therewith, including the refund of any or all of the underwriting discounts received by the Underwriters in connection with the offering of the Senior Notes pursuant to this Agreement or the payment of any or all of the price payable by the Company to the holders of the Senior Notes in connection with such redemption.

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

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

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

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

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

(c) *Accountants' Comfort Letters.* On the date hereof, the Representative shall have received:

(i) a letter dated the date hereof from D&T addressed to the Underwriters, in form and substance satisfactory to the Representative with respect to the audited and unaudited consolidated financial statements and certain financial information of the Company included or incorporated by reference in the Registration Statement, any Preliminary Prospectus and the Prospectus; and

(ii) a letter dated the date hereof from D&T addressed to the Underwriters, in form and substance satisfactory to the Representative with respect to the audited and unaudited consolidated financial statements and certain financial information of Westar included or incorporated by reference in the Registration Statement, any Preliminary Prospectus and the Prospectus.

(d) *Bring-down Comfort Letters*. On the Closing Date, the Representative shall have received letters dated the Closing Date from D&T addressed to the Underwriters, in form and substance satisfactory to the Representative, to the effect that they reaffirm the statements made in each of the letters furnished by them pursuant to Section 5(c) hereof, except that the specified date referred to therein for the carrying out of procedures shall be no more than three business days prior to the Closing Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Indemnification.

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

(b) *Indemnification of the Company, its Directors and Officers*. Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage,

liability or expense, as incurred, to which the Company, or any such director, officer or controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment or supplement thereto, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, and only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, such Preliminary Prospectus, such Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representative expressly for use therein; and to reimburse the Company, such director, officer or controlling person for any and all expenses (including the reasonable fees and disbursements of counsel chosen by the Company) as such expenses are reasonably incurred by the Company, such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The Company hereby acknowledges that the only information that the Underwriters have furnished to the Company expressly for use in the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto) are the statements set forth in the third paragraph, the third sentence of the seventh paragraph and the eighth paragraph, each under the caption “Underwriting” in the Prospectus. The indemnity agreement set forth in this Section 7(b) shall be in addition to any liabilities that each Underwriter may otherwise have.

(c) *Notifications and Other Indemnification Procedures.* Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 7, notify the indemnifying party in writing of the commencement thereof; but the failure to so notify the indemnifying party (i) will not relieve it from liability under 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 liability other than the indemnification obligation provided in paragraph (a) or (b) above. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel satisfactory to such indemnified party; provided, however, such indemnified party shall have the right to employ its own counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party, unless (i) the employment of such counsel has been specifically authorized by the indemnifying party (ii) the indemnifying party has failed promptly to assume the defense and employ counsel reasonably satisfactory to the indemnified party or (iii) the named parties to any such action (including any impleaded parties) include both such indemnified party and the indemnifying

party or any affiliate of the indemnifying party, and such indemnified party shall have reasonably concluded that either (x) there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party or such affiliate of the indemnifying party or (y) a conflict may exist between such indemnified party and the indemnifying party or such affiliate of the indemnifying party (it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys (in addition to a single firm of local counsel) for all such indemnified parties, which firm shall be designated in writing by (i) the Representative, in the case of indemnification pursuant to Section 7(a) hereof or (ii) the Company, in the case of indemnification pursuant to Section 7(b) hereof, and that all such reasonable fees and expenses shall be reimbursed as they are incurred).

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

Section 8. Contribution. If the indemnification provided for in Section 7 hereof is for any reason unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, from the offering of the Senior Notes pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any

other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Senior Notes pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Senior Notes pursuant to this Agreement (before deducting expenses) received by the Company, and the total underwriting discount received by the Underwriters, in each case as set forth on the front cover page of the Prospectus bear to the aggregate initial public offering price of the Senior Notes as set forth on such cover. The relative fault of the Company, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or the Underwriters, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

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

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

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

Section 9. Default of One or More of the Several Underwriters. If, on the Closing Date, any one or more of the several Underwriters shall fail or refuse to purchase Senior Notes that it or they have agreed to purchase hereunder on such date (the "**Defaulted Securities**"), then the Representative shall have the right, within 36 hours thereafter, to make arrangements for one

or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the aggregate principal amount of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth.

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

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

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

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

Section 10. Termination of this Agreement. Prior to the Closing Date, this Agreement may be terminated by the Representative by notice given to the Company if at any time: (i) trading or quotation in any of the Company's securities shall have been suspended or materially limited by the New York Stock Exchange or the Commission, or trading in securities generally on the NASDAQ Global Market or the New York Stock Exchange shall have been suspended or materially limited, or minimum or maximum prices shall have been generally established on either of such stock exchanges by the Commission or the FINRA; (ii) a general banking moratorium shall have been declared by any federal or New York authorities; (iii) there shall have occurred any outbreak or escalation of national or international hostilities or any crisis or calamity, or any material adverse change in the United States or international financial markets, or any change or development involving a prospective substantial change in United States' or international political, financial or economic conditions, as in the judgment of the Representative

makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Senior Notes in the manner and on the terms described in the Disclosure Package or the Prospectus or to enforce contracts for the sale of securities; (iv) in the judgment of the Representative, there shall have occurred any Material Adverse Change or any Westar Material Adverse Change; or (v) there shall have occurred a material disruption in commercial banking or securities settlement or clearance services in the United States. Any termination pursuant to this Section 10 shall be without liability on the part of (A) the Company to any Underwriter, except that the Company shall be obligated to reimburse the expenses of the Representative and the Underwriters pursuant to Section 4 and Section 6 hereof, (B) any Underwriter to the Company, or (C) any party hereto to any other party except that the provisions of Section 7, Section 8 and Section 16 hereof shall at all times be effective and shall survive such termination.

Section 11. No Fiduciary Duty; No Advisory or Fiduciary Responsibility. The Company acknowledges and agrees that: (i) the purchase and sale of the Senior Notes pursuant to this Agreement, including the determination of the public offering price of the Senior Notes and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand; (ii) in connection with the offering contemplated hereby and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary of the Company or its affiliates, stockholders, creditors or employees or any other party; (iii) no Underwriter has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) and no Underwriter has any obligation to the Company with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement; (iv) the several Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company; and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

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

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

Section 13. Notices. All communications hereunder shall be in writing and shall be mailed, hand delivered or faxed and confirmed to the parties hereto as follows:

If to the Representative:

Goldman, Sachs & Co.
200 West Street
New York, New York 10282
Facsimile: (212) 902-3000
Attention: Registration Department

with a copy to:

Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway
New York, New York 10036-4039
Facsimile: (212) 602-0040
Attention: Todd W. Eckland

If to the Company:

Great Plains Energy Incorporated
1200 Main Street
Kansas City, Missouri 64105
Facsimile: (816) 556-2924
Attention: Heather Humphrey

with a copy to:

Hunton & Williams LLP
200 Park Avenue
New York, New York 10166
Facsimile: (212) 309-1024
Attention: Peter O'Brien

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

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

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

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

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

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

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

Very truly yours,

GREAT PLAINS ENERGY INCORPORATED

By: /s/ Lori A. Wright

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

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

GOLDMAN, SACHS & CO.

On behalf of each of the Underwriters named in the attached Schedule A

By: /s/ Raffael M. Fiumara
(Goldman, Sachs & Co.)

SCHEDULE A

Underwriters	Aggregate Principal Amount of 2020 Senior Notes to be Purchased	Aggregate Principal Amount of 2022 Senior Notes to be Purchased	Aggregate Principal Amount of 2027 Senior Notes to be Purchased	Aggregate Principal Amount of 2047 Senior Notes to be Purchased
Goldman, Sachs & Co.	$262,503,000	$ 402,500,000	$ 489,998,000	$ 350,000,000
Barclays Capital Inc.	$ 67,139,000	$ 102,947,000	$ 125,327,000	$ 89,519,000
J.P. Morgan Securities LLC	$ 67,139,000	$ 102,947,000	$ 125,327,000	$ 89,519,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$ 67,139,000	$ 102,947,000	$ 125,327,000	$ 89,519,000
MUFG Securities Americas Inc.	$ 67,139,000	$ 102,947,000	$ 125,327,000	$ 89,519,000
Wells Fargo Securities, LLC	$ 67,139,000	$ 102,947,000	$ 125,327,000	$ 89,519,000
BNP Paribas Securities Corp.	$ 39,470,000	$ 60,521,000	$ 73,678,000	$ 52,627,000
Mizuho Securities USA Inc.	$ 39,470,000	$ 60,521,000	$ 73,678,000	$ 52,627,000
SunTrust Robinson Humphrey, Inc.	$ 39,470,000	$ 60,521,000	$ 73,678,000	$ 52,627,000
U.S. Bancorp Investments, Inc.	$ 12,235,000	$ 18,761,000	$ 22,839,000	$ 16,314,000
UMB Financial Services, Inc.	$ 9,121,000	$ 13,985,000	$ 17,026,000	$ 12,161,000
KeyBanc Capital Markets Inc.	$ 7,301,000	$ 11,195,000	$ 13,629,000	$ 9,735,000
BNY Mellon Capital Markets, LLC	$ 4,735,000	$ 7,261,000	$ 8,839,000	$ 6,314,000
Total	$750,000,000	$1,150,000,000	$1,400,000,000	$1,000,000,000

ANNEX I

LIST OF ISSUER GENERAL USE FREE WRITING PROSPECTUSES

1. Final Term Sheet dated March 6, 2017

LIST OF ISSUER LIMITED USE FREE WRITING PROSPECTUSES

1. The Company's Fixed Income NetRoadshow Investor Presentation available from March 1 to March 3, 2017 in the form previously provided by the Company to and approved by the Representative

2. The Company's NetRoadshow Investor Presentation available on March 6, 2017 in the form previously provided by the Company to and approved by the Representative

EXHIBIT A-1

FORM OF OPINION OF COMPANY'S COUNSEL

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

2. The Registration Statement (other than the financial statements, financial data, statistical data and supporting schedules included therein or omitted therefrom and other than the documents incorporated by reference therein, as to none of which we express any opinion pursuant to this paragraph 2), as of the date of the Underwriting Agreement, the Preliminary Prospectus (other than the financial statements, financial data, statistical data and supporting schedules included therein or omitted therefrom and other than the documents incorporated by reference therein, as to none of which we express any opinion pursuant to this paragraph 2), at the Initial Sale Time, and the Prospectus (other than the financial statements, financial data, statistical data and supporting schedules included therein or omitted therefrom and other than the documents incorporated by reference therein, as to none of which we express any opinion pursuant to this paragraph 2), as of the date of the Prospectus Supplement and as of the date hereof, appear on their face to have complied as to form in all material respects with the requirements of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), the Securities Act and the rules and regulations of the Commission promulgated thereunder.

3. The documents incorporated by reference in the Preliminary Prospectus and the Prospectus (other than the financial statements, financial data, statistical data and supporting schedules included therein or omitted therefrom, as to which we express no opinion), at the respective times such documents were filed with the Commission, appear on their face to have complied as to form in all material respects with the applicable requirements of the Exchange Act and the rules and regulations of the Commission promulgated thereunder.

4. The Indenture has been duly qualified under the Trust Indenture Act and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general applicability relating to or affecting the enforcement of creditors' rights and by the effect of general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

5. The execution, delivery and performance by the Company of the Underwriting Agreement, the Indenture and the Senior Notes and the consummation by the Company of the transactions contemplated thereby (including the issuance and sale of the Senior Notes and the use of the proceeds from the sale of the Senior Notes as described in the Disclosure Package and in the Prospectus under the caption "Use of Proceeds") and compliance by the Company with its obligations under the Underwriting Agreement, the Indenture and the Senior Notes do not and

will not violate any provision of New York law that, in our experience and without independent investigation, is normally applicable to transactions of the type contemplated by the Underwriting Agreement and the Indenture (provided no opinion is expressed with respect to state securities or blue sky laws) and will not contravene any agreement that is specified in Annex A hereto.

6. The Senior Notes, when duly authorized and executed by the Company, authenticated by the Trustee in accordance with the terms of the Indenture and delivered against payment therefor pursuant to the terms of the Underwriting Agreement, will constitute a legal, valid and binding obligation of the Company, entitled to the benefits of the Indenture and enforceable against the Company in accordance with the terms of the Senior Notes, except to the extent enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general applicability relating to or affecting the enforcement of creditors' rights and by the effect of general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

7. No consent, approval, qualification, authorization, certificate or order of, or registration or filing with, any court or other governmental commission or regulatory authority or agency is required under Applicable Laws for the execution and delivery by the Company of, or the performance of the Company's obligations under, the Underwriting Agreement or the Indenture, or for the issue and sale of the Senior Notes as contemplated therein. As used in this paragraph 7, the term "Applicable Laws" shall mean the laws of the State of New York and the federal laws of the United States of America that, in our experience and without independent investigation, are normally applicable to transactions of the type contemplated by the Underwriting Agreement and the Indenture (provided that the term "Applicable Laws" shall not include federal or state securities or blue sky laws, including, without limitation, the Securities Act, the Exchange Act, the Trust Indenture Act and the Investment Company Act of 1940, as amended (the "Investment Company Act"), and the respective rules and regulations thereunder).

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

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

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

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

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

EXHIBIT A-2

FORM OF OPINION OF COMPANY'S GENERAL COUNSEL

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

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

(c) The Indenture has been duly authorized, executed and delivered by the Company.

(d) The Senior Notes have been duly authorized, executed and delivered by the Company.

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

(f) No consent, approval, qualification, authorization, certificate or order of, or registration or filing with, any court or other state or federal commission or regulatory authority or agency (other than (i) as may be required under securities or blue sky laws of the various states and (ii) as may have already been obtained or made and shall be in full force and effect on the date hereof) is necessary for the execution and delivery by the Company of, or the performance of the Company's obligations under, the Underwriting Agreement or the Indenture or for the issue and sale of the Senior Notes as contemplated therein.

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

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

(i) To the best of such counsel's knowledge, the Company is not in violation of its Articles of Incorporation, as amended, or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any material Agreement or Instrument.

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

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

In rendering such opinion, such counsel may state that she expresses no opinion as to the laws of any jurisdiction other than the laws of the States of Missouri and Kansas and the federal laws of the United States of America. Such opinion shall not state that it is to be governed or qualified by, or that it is otherwise subject to, any treatise, written policy or other document relating to legal opinions, including, without limitation, the Legal Opinion Accord of the ABA Section of Business Law (1991).

Exhibit 4.1

FIFTH SUPPLEMENTAL INDENTURE

Dated as of March 9, 2017

Between

GREAT PLAINS ENERGY INCORPORATED,

As Issuer

and

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

As Trustee

Creating series of Notes to be designated as:

2.50% Notes Due 2020
3.15% Notes Due 2022
3.90% Notes Due 2027
4.85% Notes Due 2047

TABLE OF CONTENTS

THIS FIFTH SUPPLEMENTAL INDENTURE (the "*Supplemental Indenture*"), dated as of March 9, 2017, between GREAT PLAINS ENERGY INCORPORATED, a Missouri corporation ("*Company*"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association (successor to BNY Midwest Trust Company), as Trustee ("*Trustee*").

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 1, 2004 (the "*Original Indenture*" and, as hereby supplemented, the "*Indenture*"), providing for the issuance from time to time of one or more series of the Company's Notes;

WHEREAS, pursuant to the terms of the Indenture, the Company desires to provide for the establishment of four series of Notes to be designated as the "2.50% Notes due 2020" (the "*2020 Notes*"), the "3.15% Notes due 2022" (the "*2022 Notes*"), the "3.90% Notes due 2027" (the "*2027 Notes*") and the "4.85% Notes due 2047" (the "*2047 Notes*" and, together with the 2020 Notes, the 2022 Notes and the 2027 Notes, the "*Securities*"), the form and substance of the Securities of each series and the terms, provisions and conditions thereof to be set forth as provided in the Original Indenture and this Supplemental Indenture;

WHEREAS, Section 2.05(c) of the Original Indenture provides that various matters with respect to any series of Notes issued under the Indenture may be established in an indenture supplemental to the Indenture;

WHEREAS, Section 13.01(a)(3) of the Original Indenture provides that the Company and the Trustee may enter into an indenture supplemental to the Indenture to establish the form or terms of Notes of any series as permitted by Section 2.01 of the Original Indenture or to establish or reflect any terms of any Note of any series determined pursuant to Section 2.05 of the Original Indenture; and

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

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the Company and the Trustee for the equal and ratable benefit of the Holders of the Securities and for the benefit of the Trustee as follows:

ARTICLE ONE

Relation to Indenture; Additional Definitions

Section 1.01. *Relation to Indenture.* This Supplemental Indenture constitutes an integral part of the Original Indenture.

Section 1.02. *Additional Definitions.* Unless the context otherwise requires, a term defined in the Original Indenture has the same meaning when used in this Supplemental Indenture; provided, however, that, where a term is defined both in this Supplemental Indenture and in the Original Indenture, the meaning given to such term in this Supplemental Indenture shall control for purposes of this Supplemental Indenture and (in respect of the 2020 Notes, the 2022 Notes, the 2027 Notes and the 2047 Notes but not any other series of Notes) the Original Indenture.

"*Comparable Treasury Issue*" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the applicable series of Securities to be redeemed (assuming, for this purpose, that the 2020 Notes matured on the 2020 Maturity Date (as defined herein), the 2022 Notes matured on the 2022 Par Call Date (as defined herein), the 2027 Notes matured on the 2027 Par Call Date (as defined herein) and the 2047 Notes matured on the 2047 Par Call Date (as defined herein)) 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 term of such Securities.

"*Comparable Treasury Price*" means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations; (2) if the Quotation Agent obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations; or (3) if only one such Reference Treasury Dealer Quotation is received, such Reference Treasury Dealer Quotation.

"*Corporate Trust Office*" means the designated office of the Trustee at which at any particular time its corporate trust business shall be administered, which office at the date hereof is located at 2 North LaSalle Street, 7th Floor, Chicago, Illinois 60602, Attention: Corporate Trust Administration; telecopy: (312) 827-8542.

"*entity*" means any corporation, partnership (general, limited, limited liability or other), company (limited liability, joint-stock or other), joint venture or trust.

"*Lien*" means any mortgage, pledge, security interest, encumbrance or lien of any kind.

"*Majority-Owned Subsidiary*" means any corporation or other entity of which at least a majority of the securities or other ownership interest having ordinary voting power (absolutely or contingently) for the election of directors or other Persons performing similar functions are at the time owned directly by the Company.

"*Merger*" means the merger of Westar Energy, Inc. and GP Star, Inc. and the Company's acquisition of all of Westar Energy, Inc.'s issued and outstanding common stock, each pursuant to the Merger Agreement.

"*Merger Agreement*" means the Agreement and Plan of Merger dated as of May 29, 2016 by and among the Company, Westar Energy, Inc. and, from and after its accession thereto, GP Star, Inc.

"*Note Registrar*" means The Bank of New York Mellon Trust Company, N.A., hereby appointed as an agency of the Company in accordance with Section 6.02 of the Original Indenture.

"*Original Indenture*" has the meaning set forth in the first paragraph of the Recitals hereof.

"*Permitted Securitization*" means any sale and/or contribution, or series of related sales and/or contributions, by the Company or any of its Subsidiaries of accounts receivable, payment intangibles, notes receivable and related rights and property (collectively, "*receivables*") or interests therein to a trust, corporation or other entity, where the purchase of such receivables or interests therein is funded in whole or in part by the incurrence or issuance by the purchaser or any successor purchaser of indebtedness or securities that are to receive payments from, or that represent interests in, the cash flow derived primarily from such receivables or interests therein.

"*Quotation Agent*" means the Reference Treasury Dealer appointed by the Company.

"*Reference Treasury Dealer*" means (1) each of Goldman, Sachs & Co. and, in the case of the 2020 Notes and the 2047 Notes, Barclays Capital Inc. and J.P. Morgan Securities LLC, in the case of the 2022 Notes, Merrill Lynch, Pierce, Fenner & Smith Incorporated and MUFG Securities Americas Inc. and, in the case of the 2027 Notes, MUFG Securities Americas Inc. and Wells Fargo Securities, LLC or their respective affiliates and successors, unless any of them ceases to be a primary U.S. government securities dealer in the United States of America (a "*Primary Treasury Dealer*"), in which case the Company will substitute therefor another Primary Treasury Dealer and (2) two other Primary Treasury Dealers selected by the Company.

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

"*Special Mandatory Redemption*" has the meaning set forth in Section 7.01(a).

"*Special Mandatory Redemption Trigger*" has the meaning set forth in Section 7.01(a).

"*Special Optional Redemption*" has the meaning set forth in Section 8.01(a).

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

"*2020 Maturity Date*" has the meaning set forth in Section 2.03.

"*2020 Notes*" has the meaning set forth in the second paragraph of the Recitals hereof.

"*2022 Maturity Date*" has the meaning set forth in Section 3.03.

"*2022 Notes*" has the meaning set forth in the second paragraph of the Recitals hereof.

"*2022 Par Call Date*" has the meaning set forth in Section 3.14.

"*2027 Maturity Date*" has the meaning set forth in Section 4.03.

"*2027 Notes*" has the meaning set forth in the second paragraph of the Recitals hereof.

"*2027 Par Call Date*" has the meaning set forth in Section 4.14.

"*2047 Maturity Date*" has the meaning set forth in Section 5.03.

"*2047 Notes*" has the meaning set forth in the second paragraph of the Recitals hereof.

"*2047 Par Call Date*" has the meaning set forth in Section 5.14.

All references herein to Articles, Sections or Exhibits, unless otherwise specified, refer to the corresponding Articles, Sections or Exhibits of this Supplemental Indenture. The terms "*herein*," "*hereof*," "*hereunder*" and other words of similar import refer to this Supplemental Indenture.

ARTICLE TWO

The Series of 2020 Notes

Section 2.01. *Title of the Notes.* The 2020 Notes shall be designated as the "*2.50% Notes due 2020.*"

Section 2.02. *Limitation on Aggregate Principal Amount.* The Trustee shall authenticate and deliver 2020 Notes for original issue on the Original Issue Date in the aggregate principal amount of $750,000,000, upon a Company Order for the authentication and delivery thereof and satisfaction of Sections 2.01(a) and 2.05(c) of the Original Indenture. Such order shall specify the amount of the 2020 Notes to be authenticated, the date on which the original issue of 2020 Notes is to be authenticated and the name or names of the initial Holder or Holders. The aggregate principal amount of 2020 Notes that may initially be outstanding shall not exceed $750,000,000; *provided*, *however*, that the authorized aggregate principal amount of the 2020 Notes may be increased above such amount without the consent of the Holders of any then outstanding 2020 Notes by a Board Resolution authorizing such increase. Any additional notes issued pursuant to such increase must have the same ranking, interest rate, maturity and other terms (except for the price to public, the Original Issue Date and the first Interest Payment Date, as applicable) as the 2020 Notes; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the 2020 Notes, such additional notes will be issued under a separate CUSIP number. Any such additional notes, together with the 2020 Notes, will constitute a single series of Notes under the Indenture.

Section 2.03. *Stated Maturity.* The Stated Maturity of the 2020 Notes shall be March 9, 2020 (the "*2020 Maturity Date*").

Section 2.04. *Interest and Interest Rate.*

(a) The 2020 Notes shall bear interest at the rate of 2.50% per annum, from and including their Original Issue Date of March 9, 2017, or from the most recent Interest Payment Date to which interest has been paid, to, but excluding, the 2020 Maturity Date. Such interest shall be payable semi-annually in arrears, on the Interest Payment Dates of March 9 and September 9 in each year, commencing September 9, 2017. Interest accrued on the 2020 Notes from the last Interest Payment Date before the 2020 Maturity Date shall be payable on the 2020 Maturity Date.

(b) The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Persons in whose names the 2020 Notes (or one or more predecessor securities) are registered on the Regular Record Date for such Interest Payment Date, being the close of business on the fifteenth calendar day prior to such Interest Payment Date, whether or not such day is a Business Day.

Section 2.05. *Place of Payment.* Principal and interest payments on the 2020 Notes will be made by the Company to The Depository Trust Company ("*DTC*") while it is the Depositary for the 2020 Notes, or if DTC shall cease to be the Depositary for the 2020 Notes, to the Trustee at its offices, as paying agent.

Section 2.06. *Place of Registration or Exchange; Notices and Demands With Respect to the 2020 Notes.* The place where the Holders of the 2020 Notes may present the 2020 Notes for registration of transfer or exchange and may make notices and demands to or upon the Company in respect of the 2020 Notes shall be the Corporate Trust Office of the Trustee.

Section 2.07. *Global Notes.*

(a) The 2020 Notes shall be issuable in whole or in part in the form of one or more permanent Global Notes in definitive, fully registered, book-entry form, without interest coupons. The Global Note shall be deposited on the Original Issue Date with, or on behalf of, the Depositary.

(b) DTC shall initially serve as Depositary with respect to the Global Note. Such Global Note shall bear the legend set forth in the form of 2020 Note attached as *Exhibit A*.

Section 2.08. *Form of Securities.* The Global Note for the 2020 Notes shall be substantially in the form attached as *Exhibit A*.

Section 2.09. *Note Registrar.* The Trustee shall initially serve as the Note Registrar for the 2020 Notes.

Section 2.10. *Sinking Fund Obligations.* The Company shall have no obligation to redeem or purchase any 2020 Notes pursuant to any sinking fund or analogous requirement or upon the happening of a specified event or at the option of a Holder thereof, except as set forth in Article Seven of this Supplemental Indenture.

Section 2.11. *Limitation on Liens.* The 2020 Notes shall be subject to the limitation on liens covenant set forth in Article Six of this Supplemental Indenture.

Section 2.12. *Special Mandatory Redemption.* The 2020 Notes shall be subject to the mandatory redemption provision set forth in Article Seven of this Supplemental Indenture.

Section 2.13. *Special Optional Redemption.* The 2020 Notes shall be subject to the optional redemption provision set forth in Article Eight of this Supplemental Indenture.

Section 2.14. *Optional Redemption.* Prior to the 2020 Maturity Date, the Company shall have the right to redeem the 2020 Notes, at its option, at any time in whole, or from time to time in part, at a redemption price equal to the greater of:

(i) 100% of the principal amount of the 2020 Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the 2020 Notes to be redeemed that would be due if such 2020 Notes matured on the 2020 Maturity Date (not including any portion of such payments of interest accrued as of the date of redemption), 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 15 basis points;

plus, in each case, accrued and unpaid interest on the principal amount being redeemed to, but excluding, the redemption date.

Notwithstanding the foregoing, installments of interest on the 2020 Notes that are due and payable on an Interest Payment Date falling on our prior to a redemption date shall be payable on such Interest Payment Date to the Holders as of the close of business on the relevant Regular Record Date.

ARTICLE THREE

The Series of 2022 Notes

Section 3.01. *Title of the Notes.* The 2022 Notes shall be designated as the "*3.15% Notes due 2022.*"

Section 3.02. *Limitation on Aggregate Principal Amount.* The Trustee shall authenticate and deliver 2022 Notes for original issue on the Original Issue Date in the aggregate principal amount of $1,150,000,000, upon a Company Order for the authentication and delivery thereof and satisfaction of Sections 2.01(a) and 2.05(c) of the Original Indenture. Such order shall specify the amount of the 2022 Notes to be authenticated, the date on which the original issue of 2022 Notes is to be authenticated and the name or names of the initial Holder or Holders. The aggregate principal amount of 2022 Notes that may initially be outstanding shall not exceed $1,150,000,000; *provided*, *however*, that the authorized aggregate principal amount of the 2022

Notes may be increased above such amount without the consent of the Holders of any then outstanding 2022 Notes by a Board Resolution authorizing such increase. Any additional notes issued pursuant to such increase must have the same ranking, interest rate, maturity and other terms (except for the price to public, the Original Issue Date and the first Interest Payment Date, as applicable) as the 2022 Notes; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the 2022 Notes, such additional notes will be issued under a separate CUSIP number. Any such additional notes, together with the 2022 Notes, will constitute a single series of Notes under the Indenture.

Section 3.03. *Stated Maturity.* The Stated Maturity of the 2022 Notes shall be April 1, 2022 (the "*2022 Maturity Date*").

Section 3.04. *Interest and Interest Rate.*

(a) The 2022 Notes shall bear interest at the rate of 3.15% per annum, from and including their Original Issue Date of March 9, 2017, or from the most recent Interest Payment Date to which interest has been paid, to, but excluding, the 2022 Maturity Date. Such interest shall be payable semi-annually in arrears, on the Interest Payment Dates of April 1 and October 1 in each year, commencing October 1, 2017. Interest accrued on the 2022 Notes from the last Interest Payment Date before the 2022 Maturity Date shall be payable on the 2022 Maturity Date.

(b) The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Persons in whose names the 2022 Notes (or one or more predecessor securities) are registered on the Regular Record Date for such Interest Payment Date, being the close of business on the fifteenth calendar day prior to such Interest Payment Date, whether or not such day is a Business Day.

Section 3.05. *Place of Payment.* Principal and interest payments on the 2022 Notes will be made by the Company to DTC while it is the Depositary for the 2022 Notes, or if DTC shall cease to be the Depositary for the 2022 Notes, to the Trustee at its offices, as paying agent.

Section 3.06. *Place of Registration or Exchange; Notices and Demands With Respect to the 2022 Notes.* The place where the Holders of the 2022 Notes may present the 2022 Notes for registration of transfer or exchange and may make notices and demands to or upon the Company in respect of the 2022 Notes shall be the Corporate Trust Office of the Trustee.

Section 3.07. *Global Notes.*

(a) The 2022 Notes shall be issuable in whole or in part in the form of one or more permanent Global Notes in definitive, fully registered, book-entry form, without interest coupons. The Global Note shall be deposited on the Original Issue Date with, or on behalf of, the Depositary.

(b) DTC shall initially serve as Depositary with respect to the Global Note. Such Global Note shall bear the legend set forth in the form of 2022 Note attached as *Exhibit B*.

Section 3.08. *Form of Securities.* The Global Note for the 2022 Notes shall be substantially in the form attached as *Exhibit B*.

Section 3.09. *Note Registrar.* The Trustee shall initially serve as the Note Registrar for the 2022 Notes.

Section 3.10. *Sinking Fund Obligations.* The Company shall have no obligation to redeem or purchase any 2022 Notes pursuant to any sinking fund or analogous requirement or upon the happening of a specified event or at the option of a Holder thereof, except as set forth in Article Seven of this Supplemental Indenture.

Section 3.11. *Limitation on Liens.* The 2022 Notes shall be subject to the limitation on liens covenant set forth in Article Six of this Supplemental Indenture.

Section 3.12. *Special Mandatory Redemption.* The 2022 Notes shall be subject to the mandatory redemption provision set forth in Article Seven of this Supplemental Indenture.

Section 3.13. *Special Optional Redemption.* The 2022 Notes shall be subject to the optional redemption provision set forth in Article Eight of this Supplemental Indenture.

Section 3.14. *Optional Redemption.* Prior to March 1, 2022 (the "*2022 Par Call Date*"), the Company shall have the right to redeem the 2022 Notes, at its option, at any time in whole, or from time to time in part, at a redemption price equal to the greater of:

(i) 100% of the principal amount of the 2022 Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the 2022 Notes to be redeemed that would be due if such 2022 Notes matured on the 2022 Par Call Date (not including any portion of such payments of interest accrued as of the date of redemption), 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 20 basis points;

plus, in each case, accrued and unpaid interest on the principal amount being redeemed to, but excluding, the redemption date.

On or after the 2022 Par Call Date, the Company shall have the right to redeem the 2022 Notes, at its option, at any time in whole, or from time to time in part, at a redemption price equal to 100% of the principal amount of the 2022 Notes to be redeemed, plus accrued and unpaid interest on the principal amount being redeemed to, but excluding, the redemption date.

Notwithstanding the foregoing, installments of interest on the 2022 Notes that are due and payable on an Interest Payment Date falling on our prior to a redemption date shall be payable on such Interest Payment Date to the Holders as of the close of business on the relevant Regular Record Date.

ARTICLE FOUR

The Series of 2027 Notes

Section 4.01. *Title of the Notes.* The 2027 Notes shall be designated as the "*3.90% Notes due 2027*."

Section 4.02. *Limitation on Aggregate Principal Amount.* The Trustee shall authenticate and deliver 2027 Notes for original issue on the Original Issue Date in the aggregate principal amount of $1,400,000,000, upon a Company Order for the authentication and delivery thereof and satisfaction of Sections 2.01(a) and 2.05(c) of the Original Indenture. Such order shall specify the amount of the 2027 Notes to be authenticated, the date on which the original issue of 2027 Notes is to be authenticated and the name or names of the initial Holder or Holders. The aggregate principal amount of 2027 Notes that may initially be outstanding shall not exceed $1,400,000,000; *provided*, *however*, that the authorized aggregate principal amount of the 2027 Notes may be increased above such amount without the consent of the Holders of any then outstanding 2027 Notes by a Board Resolution authorizing such increase. Any additional notes issued pursuant to such increase must have the same ranking, interest rate, maturity and other terms (except for the price to public, the Original Issue Date and the first Interest Payment Date, as applicable) as the 2027 Notes; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the 2027 Notes, such additional notes will be issued under a separate CUSIP number. Any such additional notes, together with the 2027 Notes, will constitute a single series of Notes under the Indenture.

Section 4.03. *Stated Maturity.* The Stated Maturity of the 2027 Notes shall be April 1, 2027 (the "*2027 Maturity Date*").

Section 4.04. *Interest and Interest Rate.*

(a) The 2027 Notes shall bear interest at the rate of 3.90% per annum, from and including their Original Issue Date of March 9, 2017, or from the most recent Interest Payment Date to which interest has been paid, to, but excluding, the 2027 Maturity Date. Such interest shall be payable semi-annually in arrears, on the Interest Payment Dates of April 1 and October 1 in each year, commencing October 1, 2017. Interest accrued on the 2027 Notes from the last Interest Payment Date before the 2027 Maturity Date shall be payable on the 2027 Maturity Date.

(b) The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Persons in whose names the 2027 Notes (or one or more predecessor securities) are registered on the Regular Record Date for such Interest Payment Date, being the close of business on the fifteenth calendar day prior to such Interest Payment Date, whether or not such day is a Business Day.

Section 4.05. *Place of Payment.* Principal and interest payments on the 2027 Notes will be made by the Company to DTC while it is the Depositary for the 2027 Notes, or if DTC shall cease to be the Depositary for the 2027 Notes, to the Trustee at its offices, as paying agent.

Section 4.06. *Place of Registration or Exchange; Notices and Demands With Respect to the 2027 Notes.* The place where the Holders of the 2027 Notes may present the 2027 Notes for registration of transfer or exchange and may make notices and demands to or upon the Company in respect of the 2027 Notes shall be the Corporate Trust Office of the Trustee.

Section 4.07. *Global Notes.*

(a) The 2027 Notes shall be issuable in whole or in part in the form of one or more permanent Global Notes in definitive, fully registered, book-entry form, without interest coupons. The Global Note shall be deposited on the Original Issue Date with, or on behalf of, the Depositary.

(b) DTC shall initially serve as Depositary with respect to the Global Note. Such Global Note shall bear the legend set forth in the form of 2027 Note attached as *Exhibit C*.

Section 4.08. *Form of Securities.* The Global Note for the 2027 Notes shall be substantially in the form attached as *Exhibit C*.

Section 4.09. *Note Registrar.* The Trustee shall initially serve as the Note Registrar for the 2027 Notes.

Section 4.10. *Sinking Fund Obligations.* The Company shall have no obligation to redeem or purchase any 2027 Notes pursuant to any sinking fund or analogous requirement or upon the happening of a specified event or at the option of a Holder thereof, except as set forth in Article Seven of this Supplemental Indenture.

Section 4.11. *Limitation on Liens.* The 2027 Notes shall be subject to the limitation on liens covenant set forth in Article Six of this Supplemental Indenture.

Section 4.12. *Special Mandatory Redemption.* The 2027 Notes shall be subject to the mandatory redemption provision set forth in Article Seven of this Supplemental Indenture.

Section 4.13. *Special Optional Redemption.* The 2027 Notes shall be subject to the optional redemption provision set forth in Article Eight of this Supplemental Indenture.

Section 4.14. *Optional Redemption.* Prior to January 1, 2027 (the "*2027 Par Call Date*"), the Company shall have the right to redeem the 2027 Notes, at its option, at any time in whole, or from time to time in part, at a redemption price equal to the greater of:

(i) 100% of the principal amount of the 2027 Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the 2027 Notes to be redeemed that would be due if such 2027 Notes matured on the 2027 Par Call Date (not including any portion of such payments of interest accrued as of the date of redemption), 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 each case, accrued and unpaid interest on the principal amount being redeemed to, but excluding, the redemption date.

On or after the 2027 Par Call Date, the Company shall have the right to redeem the 2027 Notes, at its option, at any time in whole, or from time to time in part, at a redemption price equal to 100% of the principal amount of the 2027 Notes to be redeemed, plus accrued and unpaid interest on the principal amount being redeemed to, but excluding, the redemption date.

Notwithstanding the foregoing, installments of interest on the 2027 Notes that are due and payable on an Interest Payment Date falling on our prior to a redemption date shall be payable on such Interest Payment Date to the Holders as of the close of business on the relevant Regular Record Date.

ARTICLE FIVE

The Series of 2047 Notes

Section 5.01. *Title of the Notes.* The 2047 Notes shall be designated as the "*4.85% Notes due 2047*."

Section 5.02. *Limitation on Aggregate Principal Amount.* The Trustee shall authenticate and deliver 2047 Notes for original issue on the Original Issue Date in the aggregate principal amount of $1,000,000,000, upon a Company Order for the authentication and delivery thereof and satisfaction of Sections 2.01(a) and 2.05(c) of the Original Indenture. Such order shall specify the amount of the 2047 Notes to be authenticated, the date on which the original issue of 2047 Notes is to be authenticated and the name or names of the initial Holder or Holders. The aggregate principal amount of 2047 Notes that may initially be outstanding shall not exceed $1,000,000,000; *provided*, *however*, that the authorized aggregate principal amount of the 2047 Notes may be increased above such amount without the consent of the Holders of any then outstanding 2047 Notes by a Board Resolution authorizing such increase. Any additional notes issued pursuant to such increase must have the same ranking, interest rate, maturity and other terms (except for the price to public, the Original Issue Date and the first Interest Payment Date, as applicable) as the 2047 Notes; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the 2047 Notes, such additional notes will be issued under a separate CUSIP number. Any such additional notes, together with the 2047 Notes, will constitute a single series of Notes under the Indenture.

Section 5.03. *Stated Maturity.* The Stated Maturity of the 2047 Notes shall be April 1, 2047 (the "*2047 Maturity Date*").

Section 5.04. *Interest and Interest Rate.*

(a) The 2047 Notes shall bear interest at the rate of 4.85% per annum, from and including their Original Issue Date of March 9, 2017, or from the most recent Interest Payment Date to which interest has been paid, to, but excluding, the 2047 Maturity Date. Such interest shall be payable semi-annually in arrears, on the Interest Payment Dates of April 1 and October 1 in each year, commencing October 1, 2017. Interest accrued on the 2047 Notes from the last Interest Payment Date before the 2047 Maturity Date shall be payable on the 2047 Maturity Date.

(b) The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Persons in whose names the 2047 Notes (or one or more predecessor securities) are registered on the Regular Record Date for such Interest Payment Date, being the close of business on the fifteenth calendar day prior to such Interest Payment Date, whether or not such day is a Business Day.

Section 5.05. *Place of Payment.* Principal and interest payments on the 2047 Notes will be made by the Company to DTC while it is the Depositary for the 2047 Notes, or if DTC shall cease to be the Depositary for the 2047 Notes, to the Trustee at its offices, as paying agent.

Section 5.06. *Place of Registration or Exchange; Notices and Demands With Respect to the 2047 Notes.* The place where the Holders of the 2047 Notes may present the 2047 Notes for registration of transfer or exchange and may make notices and demands to or upon the Company in respect of the 2047 Notes shall be the Corporate Trust Office of the Trustee.

Section 5.07. *Global Notes.*

(a) The 2047 Notes shall be issuable in whole or in part in the form of one or more permanent Global Notes in definitive, fully registered, book-entry form, without interest coupons. The Global Note shall be deposited on the Original Issue Date with, or on behalf of, the Depositary.

(b) DTC shall initially serve as Depositary with respect to the Global Note. Such Global Note shall bear the legend set forth in the form of 2047 Note attached as *Exhibit D*.

Section 5.08. *Form of Securities.* The Global Note for the 2047 Notes shall be substantially in the form attached as *Exhibit D*.

Section 5.09. *Note Registrar.* The Trustee shall initially serve as the Note Registrar for the 2047 Notes.

Section 5.10. *Sinking Fund Obligations.* The Company shall have no obligation to redeem or purchase any 2047 Notes pursuant to any sinking fund or analogous requirement or upon the happening of a specified event or at the option of a Holder thereof, except as set forth in Article Seven of this Supplemental Indenture.

Section 5.11. *Limitation on Liens.* The 2047 Notes shall be subject to the limitation on liens covenant set forth in Article Six of this Supplemental Indenture.

Section 5.12. *Special Mandatory Redemption.* The 2047 Notes shall be subject to the mandatory redemption provision set forth in Article Seven of this Supplemental Indenture.

Section 5.13. *Special Optional Redemption.* The 2047 Notes shall be subject to the optional redemption provision set forth in Article Eight of this Supplemental Indenture.

Section 5.14. *Optional Redemption.* Prior to October 1, 2046 (the "*2047 Par Call Date*"), the Company shall have the right to redeem the 2047 Notes, at its option, at any time in whole, or from time to time in part, at a redemption price equal to the greater of:

(i) 100% of the principal amount of the 2047 Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the 2047 Notes to be redeemed that would be due if such 2047 Notes matured on the 2047 Par Call Date (not including any portion of such payments of interest accrued as of the date of redemption), 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 30 basis points;

plus, in each case, accrued and unpaid interest on the principal amount being redeemed to, but excluding, the redemption date.

On or after the 2047 Par Call Date, the Company shall have the right to redeem the 2047 Notes, at its option, at any time in whole, or from time to time in part, at a redemption price equal to 100% of the principal amount of the 2047 Notes to be redeemed, plus accrued and unpaid interest on the principal amount being redeemed to, but excluding, the redemption date.

Notwithstanding the foregoing, installments of interest on the 2047 Notes that are due and payable on an Interest Payment Date falling on our prior to a redemption date shall be payable on such Interest Payment Date to the Holders as of the close of business on the relevant Regular Record Date.

ARTICLE SIX

Limitation on Liens

Section 6.01. *Limitation on Liens.*

(a) So long as any Securities remain outstanding, the Company shall not issue, assume, guarantee or permit to exist any indebtedness for borrowed money secured by a Lien on any shares of capital stock or other equity interests of any Majority-Owned Subsidiary, which shares of capital stock or other equity interests the Company now or hereafter directly owns, without effectively securing the Securities equally and ratably with (or prior to) that indebtedness. The foregoing limitation does not limit the following Liens and indebtedness:

(i) any Lien on shares of capital stock or other equity interests of an entity, which Lien exists at the time that such entity becomes a Majority-Owned Subsidiary;

(ii) any Lien on shares of capital stock or other equity interests created at the time the Company acquires those shares of capital stock or other equity interests, or within 270 days after that time, to secure all or a portion of the purchase price for those shares of capital stock or other equity interests;

(iii) any Lien on shares of capital stock or other equity interests in favor of the United States (or any State or territory thereof), any foreign country or any department, agency or instrumentality or political subdivision of those jurisdictions, to secure payment pursuant to any contract or statute;

(iv) any Lien on shares of capital stock or other equity interests arising in connection with court proceedings; provided that either: (1) the execution or enforcement of that Lien is effectively stayed within 30 days after entry of the corresponding judgment (or the corresponding judgment has been discharged within that 30 day period) and the claims secured by that Lien are being contested in good faith by appropriate proceedings; (2) the payment of that Lien is covered in full by insurance and the insurance provider has not denied or contested coverage; or (3) so long as that Lien is adequately bonded, any appropriate legal proceedings that have been duly initiated for the review of the corresponding judgment, decree or order have not been fully terminated or the periods within which those proceedings may be initiated have not expired;

(v) any Lien on shares of capital stock or other equity interests in favor of the Company;

(vi) any Lien on shares of capital stock or other equity interests of any special purpose subsidiary formed for the sole and exclusive purpose of the acquisition, development, ownership or operation of an asset with indebtedness as to which there is no recourse to the Company or any of its affiliates other than such subsidiary;

(vii) any Lien on shares of capital stock or other equity interests of any special purpose, bankruptcy-remote subsidiary formed for the sole and exclusive purpose of engaging in activities in connection with the purchase, sale and financing of accounts receivable, payment intangibles, accounts or notes receivable and related rights and property in connection with and pursuant to a Permitted Securitization; and

(viii) the replacement, extension or renewal of any Lien referred to above, provided that: (1) the principal amount of indebtedness secured by those Liens immediately after the replacement, extension or renewal may not exceed the principal amount of indebtedness secured by those Liens immediately before the replacement, extension or renewal; and (2) the replacement, extension or renewal Lien is limited to no more than the same proportion of the shares of capital stock or other equity interests as were covered by the Lien that was replaced, extended or renewed.

(b) The provisions of this Section 6.01 shall be an "*additional covenant*" for purposes of Section 5.04 of the Original Indenture and subject to covenant defeasance in accordance with Section 5.04 of the Original Indenture, including, without limitation, Section 5.04(g) (such that following a covenant defeasance with respect to such series of Securities, payment on such series of Securities may not be accelerated because of a default under or other reference to this Section 6.01).

ARTICLE SEVEN

Special Mandatory Redemption

Section 7.01. *Special Mandatory Redemption.*

(a) Upon the first to occur of either (i) 5:00 p.m. (New York City time) on November 30, 2017, if the Merger is not consummated on or prior to such time on such date, or (ii) the date on which the Merger Agreement is terminated (each, a "*Special Mandatory Redemption Trigger*"), the Company shall redeem the Securities, in whole, at a redemption price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon to, but excluding, the date of such redemption (the "*Special Mandatory Redemption*").

(b) Within five Business Days after the occurrence of the Special Mandatory Redemption Trigger, the Company shall give notice of the Special Mandatory Redemption to each Holder of the Securities, stating, among other matters prescribed in the Indenture, that a Special Mandatory Redemption Trigger has occurred and that all of the Securities being redeemed will be redeemed on the redemption date set forth in such notice (which will be no earlier than three Business Days and no later than 30 days from the date such notice is given). The Company shall deliver to the Trustee notice of a Special Mandatory Redemption at least two (2) Business Days prior to the date notice of a Special Mandatory Redemption is to be delivered to the Holders of the Securities. The notice of a Special Mandatory Redemption shall be given to the Holders of the Securities by the Trustee in the name and at the expense of the Company, upon the Company's written request at least two (2) Business Days prior to the date notice of a Special Mandatory Redemption is to be delivered to the Holders of the Securities, which request shall include all of the information required to be set forth in the notice of Special Mandatory Redemption.

(c) This Section 7.01 shall apply to the Special Mandatory Redemption of the Securities in lieu of Sections 3.02(a) and 3.02(b) of the Original Indenture. Section 3.02(e) of the Original Indenture shall not be applicable to any redemption notice given in the event of the Special Mandatory Redemption.

ARTICLE EIGHT

Special Optional Redemption

Section 8.01. *Special Optional Redemption.*

(a) The Securities may be redeemed at the option of the Company, in whole but not in part, at any time before November 30, 2017, at a redemption price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon to, but excluding, the date of such redemption, if the Company determines, in its reasonable judgment, that the Merger will not be consummated on or before 5:00 p.m. (New York City time) on November 30, 2017 (the "*Special Optional Redemption*").

(b) If the Company exercises the Special Optional Redemption right provided in clause (a) above, it shall provide notice to each Holder of the Securities to be redeemed, stating, among other matters prescribed in the Indenture, that it is exercising such Special Optional Redemption right and that all of the Securities being redeemed will be redeemed on the redemption date set forth in such notice (which will be no earlier than three Business Days and no later than 30 days from the date such notice is given). The election of the Company to redeem the Securities shall be evidenced by a Board Resolution. The Company shall deliver to the Trustee notice of a Special Optional Redemption at least two (2) Business Days prior to the date notice of a Special Optional Redemption is to be delivered to the Holders of the Securities. The notice of a Special Optional Redemption shall be given to the Holders of the Securities by the Trustee in the name and at the expense of the Company, upon the Company's written request at least two (2) Business Days prior to the date notice of a Special Optional Redemption is to be delivered to the Holders of the Securities, which request shall include all of the information required to be set forth in the notice of Special Optional Redemption.

(c) This Section 8.01(b) shall apply to the Special Optional Redemption of the Securities in lieu of Sections 3.02(a) and 3.02(b) of the Original Indenture. Section 3.02(e) of the Original Indenture shall not be applicable to any redemption notice given in the event of the Special Optional Redemption.

ARTICLE NINE

Miscellaneous Provisions

Section 9.01. The Indenture, as supplemented by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed.

Section 9.02. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 9.03. THIS SUPPLEMENTAL INDENTURE AND EACH SERIES OF THE SECURITIES SHALL BE GOVERNED BY AND DEEMED TO BE A CONTRACT MADE UNDER, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

Section 9.04. If any provision in this Supplemental Indenture limits, qualifies or conflicts with another provision hereof that is required to be included herein by any provisions of the Trust Indenture Act, such required provision shall control.

Section 9.05. In case any provision in this Supplemental Indenture or the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 9.06. The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no

representations as to the proper authorization or due execution hereof or of the Securities by the Company or as to the validity or sufficiency of this Supplemental Indenture or the Securities. The Trustee shall not be accountable for the use or application by the Company of the Securities or the proceeds of the Securities. All of the rights, protections, benefits, immunities and indemnities afforded or given to the Trustee pursuant to the Original Indenture shall apply to and be enforceable by the Trustee acting in each of its capacities relating to the Securities and pursuant to this Supplemental Indenture *mutatis mutandi* as if set forth and incorporated herein. The Trustee is acting hereunder, not in its individual capacity, but solely in its capacity as Trustee, Note Registrar and paying agent for the Securities under the Indenture.

* * * *

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

GREAT PLAINS ENERGY INCORPORATED

By /s/ Kevin E. Bryant
Name: Kevin E. Bryant
Title: Senior Vice President – Finance and Strategy and Chief Financial Officer

[CORPORATE SEAL]

ATTEST:

By /s/ Ellen E. Fairchild
Name: Ellen E. Fairchild
Title: Vice President, Chief Compliance Officer and Corporate Secretary

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

By /s/ Valere Boyd
Name: Valere Boyd
Title: Vice President

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On the 9th day of March, 2017, before me personally came Kevin E. Bryant, to me known, who, being by me duly sworn, did depose and say that he is Senior Vice President – Finance and Strategy and Chief Financial Officer of GREAT PLAINS ENERGY INCORPORATED, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

[NOTARIAL SEAL]

/s/ Annette Carter
Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On the 9th day of March, 2017, before me personally came Ellen E. Fairchild, to me known, who, being by me duly sworn, did depose and say that she is Vice President, Chief Compliance Officer and Corporate Secretary of GREAT PLAINS ENERGY INCORPORATED, one of the corporations described in and which executed the above instrument; that she knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that she signed her name thereto by like authority.

[NOTARIAL SEAL]

/s/ Annette Carter
Notary Public

Exhibit A

[FORM OF NOTE]

[Global Note]

For as long as this Global Note is deposited with or on behalf of The Depository Trust Company it shall bear the following legend. Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Great Plains Energy Incorporated or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

GREAT PLAINS ENERGY INCORPORATED

2.50% NOTES DUE 2020

Interest Rate: 2.50% per annum
Maturity Date: March 9, 2020
Registered Holder:

Principal Sum $
CUSIP No. 391164 AG5

GREAT PLAINS ENERGY INCORPORATED, a Missouri corporation (hereinafter called the "*Company*", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to the registered Holder named above or registered assigns, on the maturity date stated above, the principal sum stated above and to pay interest thereon from March 9, 2017, or from the most recent Interest Payment Date to which interest has been duly paid or provided for, initially on September 9, 2017, and thereafter semi-annually on March 9 and September 9 of each year, at the interest rate stated above, until the date on which payment of such principal sum has been made or duly provided for. The interest so payable on any Interest Payment Date will be paid to the person in whose name this Note is registered at the close of business on the fifteenth calendar day prior to such Interest Payment Date (whether or not such day is a Business Day), except as otherwise provided in the Indenture.

The principal and interest payments on this Note will be made by the Company to the registered Holder named above. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legally tender for payment of public and private debts.

This Note is one of a duly authorized issue of notes of the Company (herein called the "*Notes*"), issued under an Indenture, dated as of June 1, 2004, as supplemented by the Fifth Supplemental Indenture, dated as of March 9, 2017 (herein called the "*Indenture*," which term shall have the meaning assigned to it in such instruments), between the Company and The Bank of New York Mellon Trust Company, N.A. (successor to BNY Midwest Trust Company), as

Trustee (herein called the "*Trustee*," which term includes any successor trustee under the Indenture). Reference is made to the Indenture and any supplemental indenture thereto for the provisions relating, among other things, to the respective rights of the Company, the Trustee and the Holders of the Notes, and the terms on which the Notes are authenticated and delivered. This Note is one of the series designated on the face hereof, initially limited in aggregate principal amount to $750,000,000; *provided*, *however*, that the authorized aggregate principal amount of the Notes may be increased above such amount by a Board Resolution authorizing such increase. Any additional notes issued pursuant to such increase must have the same ranking, interest rate, maturity and other terms (except for the price to public, the Original Issue Date and the first Interest Payment Date, as applicable) as the Notes; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes, such additional notes will be issued under a separate CUSIP number. Any such additional notes, together with the Notes, will constitute a single series of Notes under the Indenture.

Upon the first to occur of either (i) 5:00 p.m. (New York City time) on November 30, 2017, if the merger of Westar Energy, Inc. and GP Star, Inc. and the Company's acquisition of all of Westar Energy, Inc.'s issued and outstanding common stock (together, the "Merger") is not consummated on or prior to such time on such date, or (ii) the date on which the Agreement and Plan of Merger dated as of May 29, 2016 by and among the Company, Westar Energy, Inc. and, from and after its accession thereto, GP Star, Inc. is terminated (each, a "*Special Mandatory Redemption Trigger*"), the Company shall redeem the Notes, in whole, at a redemption price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon to, but excluding, the date of such redemption (the "*Special Mandatory Redemption*").

Within five Business Days after the occurrence of the Special Mandatory Redemption Trigger, the Company will give notice of the Special Mandatory Redemption to each Holder of the Notes, stating, among other matters prescribed in the Indenture, that a Special Mandatory Redemption Trigger has occurred and that all such Notes of this series shall be redeemed on the redemption date set forth in such notice (which will be no earlier than three Business Days and no later than 30 days from the date such notice is given).

The Notes may be redeemed at the option of the Company, in whole but not in part, at any time before November 30, 2017, at a redemption price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon to, but excluding, the date of such redemption, if the Company determines, in its reasonable judgment, that the Merger will not be consummated on or before 5:00 p.m. (New York City time) on November 30, 2017 (the "*Special Optional Redemption*").

If the Company exercises the Special Optional Redemption right, it shall provide notice to each Holder of the Notes to be redeemed, stating, among other matters prescribed in the Indenture, that it is exercising such Special Optional Redemption right and that all such Notes of this series shall be redeemed on the redemption date set forth in such notice (which will be no earlier than three Business Days and no later than 30 days from the date such notice is given).

Prior to the Maturity Date stated above, the Company shall have the right to redeem the Notes of this series, at its option, at any time in whole, or from time to time in part, at a redemption price equal to the greater of (i) 100% of the principal amount to be redeemed and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed that would be due if such Notes matured on the Maturity Date stated above (not including any portion of such payments of interest accrued as of the date of redemption), 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 15 basis points; plus, in each case, accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date.

For purposes of determining the optional redemption price:

"*Comparable Treasury Issue*" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Notes to be redeemed 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 term of the Notes.

"*Comparable Treasury Price*" means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations; (2) if the Quotation Agent obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations; or (3) if only one such Reference Treasury Dealer Quotation is received, such Reference Treasury Dealer Quotation.

"*Quotation Agent*" means the Reference Treasury Dealer appointed by the Company.

"*Reference Treasury Dealer*" means (1) each of Goldman, Sachs & Co., Barclays Capital Inc. and J.P. Morgan Securities LLC or their respective affiliates and successors, unless any of them ceases to be a primary U.S. government securities dealer in the United States of America (a "*Primary Treasury Dealer*"), in which case the Company will substitute therefor another Primary Treasury Dealer and (2) two other Primary Treasury Dealers selected by the Company.

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

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

The Indenture contains provisions for defeasance at any time of (i) the entire indebtedness of this Note and (ii) the Company's obligations under the Indenture and this Note with respect to certain covenants and related Events of Default, upon compliance by the Company with certain conditions set forth in the Indenture.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the securities at the time outstanding of all series to be affected, considered as one class. The Indenture contains provisions permitting the Holders of a majority in aggregate principal amount of the securities of any series at the time outstanding, on behalf of the Holders of all securities of such series, to waive certain past defaults or Events of Default under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued in exchange, substitution or upon the registration or transfer hereof, irrespective of whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Note at the times, place and rate, and in the coin or currency, herein provided.

This Note is issuable as a registered Note only, in the minimum denomination of $2,000 and integral multiples of $1,000.

As provided in the Indenture, this Note is transferable by the registered Holder hereof in person or by his attorney duly authorized in writing on the books of the Company at the office or agency to be maintained by the Company for that purpose. Upon any registration of transfer, a new registered Note or Notes, of authorized denomination or denominations, and in the same aggregate principal amount, will be issued to the transferee in exchange therefore.

The Company, the Trustee, any paying agent and any Authenticating Agent may deem and treat the registered Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account of the principal of (and premium, if any) and interest on this Note as herein provided and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any Authenticating Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or any premium or interest on this Note, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator or against any past, present or future stockholder, officer or member of the Board of Directors, as such, of the Company, whether by virtue of any constitution, state or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

This Note shall be governed by and deemed to be a contract made under, and construed in accordance with, the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York without regard to conflicts of law principles thereof.

All terms used in this Note which are defined in the Indenture and not defined herein shall have the meaning assigned to them in the Indenture.

This Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until the certificate of authentication on the face hereof is manually signed by the Trustee.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by the manual or facsimile signatures of the Senior Vice President – Finance and Strategy and Chief Financial Officer and the Vice President – Corporate Planning, Investor Relations and Treasurer of the Company, and a facsimile of its corporate seal to be affixed or reproduced hereon.

GREAT PLAINS ENERGY INCORPORATED

By _____
Name:
Title:

(SEAL)

By _____
Name:
Title:

Dated: _____

ATTEST:

_____

TRUSTEE'S CERTIFICATE OF AUTHENTICATION
This is one of the Notes of the series designated herein issued under the Indenture described herein.

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

By _____
Authorized Signatory

Dated: _____

Exhibit B

[FORM OF NOTE]

[Global Note]

For as long as this Global Note is deposited with or on behalf of The Depository Trust Company it shall bear the following legend. Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Great Plains Energy Incorporated or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

GREAT PLAINS ENERGY INCORPORATED

3.15% NOTES DUE 2022

Interest Rate: 3.15% per annum
Maturity Date: April 1, 2022
Registered Holder:

Principal Sum $
CUSIP No. 391164 AH3

GREAT PLAINS ENERGY INCORPORATED, a Missouri corporation (hereinafter called the "*Company*", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to the registered Holder named above or registered assigns, on the maturity date stated above, the principal sum stated above and to pay interest thereon from March 9, 2017, or from the most recent Interest Payment Date to which interest has been duly paid or provided for, initially on October 1, 2017, and thereafter semi-annually on April 1 and October 1 of each year, at the interest rate stated above, until the date on which payment of such principal sum has been made or duly provided for. The interest so payable on any Interest Payment Date will be paid to the person in whose name this Note is registered at the close of business on the fifteenth calendar day prior to such Interest Payment Date (whether or not such day is a Business Day), except as otherwise provided in the Indenture.

The principal and interest payments on this Note will be made by the Company to the registered Holder named above. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legally tender for payment of public and private debts.

This Note is one of a duly authorized issue of notes of the Company (herein called the "*Notes*"), issued under an Indenture, dated as of June 1, 2004, as supplemented by the Fifth Supplemental Indenture, dated as of March 9, 2017 (herein called the "*Indenture*," which term shall have the meaning assigned to it in such instruments), between the Company and The Bank of New York Mellon Trust Company, N.A. (successor to BNY Midwest Trust Company), as

Trustee (herein called the "*Trustee*," which term includes any successor trustee under the Indenture). Reference is made to the Indenture and any supplemental indenture thereto for the provisions relating, among other things, to the respective rights of the Company, the Trustee and the Holders of the Notes, and the terms on which the Notes are authenticated and delivered. This Note is one of the series designated on the face hereof, initially limited in aggregate principal amount to $1,150,000,000; *provided*, *however*, that the authorized aggregate principal amount of the Notes may be increased above such amount by a Board Resolution authorizing such increase. Any additional notes issued pursuant to such increase must have the same ranking, interest rate, maturity and other terms (except for the price to public, the Original Issue Date and the first Interest Payment Date, as applicable) as the Notes; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes, such additional notes will be issued under a separate CUSIP number. Any such additional notes, together with the Notes, will constitute a single series of Notes under the Indenture.

Upon the first to occur of either (i) 5:00 p.m. (New York City time) on November 30, 2017, if the merger of Westar Energy, Inc. and GP Star, Inc. and the Company's acquisition of all of Westar Energy, Inc.'s issued and outstanding common stock (together, the "Merger") is not consummated on or prior to such time on such date, or (ii) the date on which the Agreement and Plan of Merger dated as of May 29, 2016 by and among the Company, Westar Energy, Inc. and, from and after its accession thereto, GP Star, Inc. is terminated (each, a "*Special Mandatory Redemption Trigger*"), the Company shall redeem the Notes, in whole, at a redemption price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon to, but excluding, the date of such redemption (the "*Special Mandatory Redemption*").

Within five Business Days after the occurrence of the Special Mandatory Redemption Trigger, the Company will give notice of the Special Mandatory Redemption to each Holder of the Notes, stating, among other matters prescribed in the Indenture, that a Special Mandatory Redemption Trigger has occurred and that all such Notes of this series shall be redeemed on the redemption date set forth in such notice (which will be no earlier than three Business Days and no later than 30 days from the date such notice is given).

The Notes may be redeemed at the option of the Company, in whole but not in part, at any time before November 30, 2017, at a redemption price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon to, but excluding, the date of such redemption, if the Company determines, in its reasonable judgment, that the Merger will not be consummated on or before 5:00 p.m. (New York City time) on November 30, 2017 (the "*Special Optional Redemption*").

If the Company exercises the Special Optional Redemption right, it shall provide notice to each Holder of the Notes to be redeemed, stating, among other matters prescribed in the Indenture, that it is exercising such Special Optional Redemption right and that all such Notes of this series shall be redeemed on the redemption date set forth in such notice (which will be no earlier than three Business Days and no later than 30 days from the date such notice is given).

Prior to March 1, 2022 (the "*Par Call Date*"), the Company shall have the right to redeem the Notes of this series, at its option, at any time in whole, or from time to time in part, at a redemption price equal to the greater of (i) 100% of the principal amount to be redeemed and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed that would be due if such Notes matured on the Par Call Date (not including any portion of such payments of interest accrued as of the date of redemption), 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 20 basis points; plus, in each case, accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date.

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

For purposes of determining the optional redemption price:

"*Comparable Treasury Issue*" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Notes to be redeemed (assuming, for this purpose, that the Notes matured on the Par Call Date) 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 term of the Notes.

"*Comparable Treasury Price*" means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations; (2) if the Quotation Agent obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations; or (3) if only one such Reference Treasury Dealer Quotation is received, such Reference Treasury Dealer Quotation.

"*Quotation Agent*" means the Reference Treasury Dealer appointed by the Company.

"*Reference Treasury Dealer*" means (1) each of Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and MUFG Securities Americas Inc. or their respective affiliates and successors, unless any of them ceases to be a primary U.S. government securities dealer in the United States of America (a "*Primary Treasury Dealer*"), in which case the Company will substitute therefor another Primary Treasury Dealer and (2) two other Primary Treasury Dealers selected by the Company.

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

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

The Indenture contains provisions for defeasance at any time of (i) the entire indebtedness of this Note and (ii) the Company's obligations under the Indenture and this Note with respect to certain covenants and related Events of Default, upon compliance by the Company with certain conditions set forth in the Indenture.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the securities at the time outstanding of all series to be affected, considered as one class. The Indenture contains provisions permitting the Holders of a majority in aggregate principal amount of the securities of any series at the time outstanding, on behalf of the Holders of all securities of such series, to waive certain past defaults or Events of Default under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued in exchange, substitution or upon the registration or transfer hereof, irrespective of whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Note at the times, place and rate, and in the coin or currency, herein provided.

This Note is issuable as a registered Note only, in the minimum denomination of $2,000 and integral multiples of $1,000.

As provided in the Indenture, this Note is transferable by the registered Holder hereof in person or by his attorney duly authorized in writing on the books of the Company at the office or agency to be maintained by the Company for that purpose. Upon any registration of transfer, a new registered Note or Notes, of authorized denomination or denominations, and in the same aggregate principal amount, will be issued to the transferee in exchange therefore.

The Company, the Trustee, any paying agent and any Authenticating Agent may deem and treat the registered Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account of the principal of (and premium, if any) and interest on this Note as herein provided and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any Authenticating Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or any premium or interest on this Note, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator or against any past, present or future stockholder, officer or member of the Board of Directors, as

such, of the Company, whether by virtue of any constitution, state or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

This Note shall be governed by and deemed to be a contract made under, and construed in accordance with, the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York without regard to conflicts of law principles thereof.

All terms used in this Note which are defined in the Indenture and not defined herein shall have the meaning assigned to them in the Indenture.

This Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until the certificate of authentication on the face hereof is manually signed by the Trustee.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by the manual or facsimile signatures of the Senior Vice President – Finance and Strategy and Chief Financial Officer and the Vice President – Corporate Planning, Investor Relations and Treasurer of the Company, and a facsimile of its corporate seal to be affixed or reproduced hereon.

GREAT PLAINS ENERGY INCORPORATED

By _____
Name:
Title:

(SEAL)

By _____
Name:
Title:

Dated: _____

ATTEST:

_____

TRUSTEE'S CERTIFICATE OF AUTHENTICATION
This is one of the Notes of the series designated herein issued under the Indenture described herein.

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

By _____
Authorized Signatory

Dated: _____

Exhibit C

[FORM OF NOTE]

[Global Note]

For as long as this Global Note is deposited with or on behalf of The Depository Trust Company it shall bear the following legend. Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Great Plains Energy Incorporated or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

GREAT PLAINS ENERGY INCORPORATED

3.90% NOTES DUE 2027

Interest Rate: 3.90% per annum
Maturity Date: April 1, 2027
Registered Holder:

Principal Sum $
CUSIP No. 391164 AJ9

GREAT PLAINS ENERGY INCORPORATED, a Missouri corporation (hereinafter called the "*Company*", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to the registered Holder named above or registered assigns, on the maturity date stated above, the principal sum stated above and to pay interest thereon from March 9, 2017, or from the most recent Interest Payment Date to which interest has been duly paid or provided for, initially on October 1, 2017, and thereafter semi-annually on April 1 and October 1 of each year, at the interest rate stated above, until the date on which payment of such principal sum has been made or duly provided for. The interest so payable on any Interest Payment Date will be paid to the person in whose name this Note is registered at the close of business on the fifteenth calendar day prior to such Interest Payment Date (whether or not such day is a Business Day), except as otherwise provided in the Indenture.

The principal and interest payments on this Note will be made by the Company to the registered Holder named above. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legally tender for payment of public and private debts.

This Note is one of a duly authorized issue of notes of the Company (herein called the "*Notes*"), issued under an Indenture, dated as of June 1, 2004, as supplemented by the Fifth Supplemental Indenture, dated as of March 9, 2017 (herein called the "*Indenture*," which term shall have the meaning assigned to it in such instruments), between the Company and The Bank of New York Mellon Trust Company, N.A. (successor to BNY Midwest Trust Company), as

Trustee (herein called the "*Trustee*," which term includes any successor trustee under the Indenture). Reference is made to the Indenture and any supplemental indenture thereto for the provisions relating, among other things, to the respective rights of the Company, the Trustee and the Holders of the Notes, and the terms on which the Notes are authenticated and delivered. This Note is one of the series designated on the face hereof, initially limited in aggregate principal amount to $1,400,000,000; *provided*, *however*, that the authorized aggregate principal amount of the Notes may be increased above such amount by a Board Resolution authorizing such increase. Any additional notes issued pursuant to such increase must have the same ranking, interest rate, maturity and other terms (except for the price to public, the Original Issue Date and the first Interest Payment Date, as applicable) as the Notes; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes, such additional notes will be issued under a separate CUSIP number. Any such additional notes, together with the Notes, will constitute a single series of Notes under the Indenture.

Upon the first to occur of either (i) 5:00 p.m. (New York City time) on November 30, 2017, if the merger of Westar Energy, Inc. and GP Star, Inc. and the Company's acquisition of all of Westar Energy, Inc.'s issued and outstanding common stock (together, the "Merger") is not consummated on or prior to such time on such date, or (ii) the date on which the Agreement and Plan of Merger dated as of May 29, 2016 by and among the Company, Westar Energy, Inc. and, from and after its accession thereto, GP Star, Inc. is terminated (each, a "*Special Mandatory Redemption Trigger*"), the Company shall redeem the Notes, in whole, at a redemption price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon to, but excluding, the date of such redemption (the "*Special Mandatory Redemption*").

Within five Business Days after the occurrence of the Special Mandatory Redemption Trigger, the Company will give notice of the Special Mandatory Redemption to each Holder of the Notes, stating, among other matters prescribed in the Indenture, that a Special Mandatory Redemption Trigger has occurred and that all such Notes of this series shall be redeemed on the redemption date set forth in such notice (which will be no earlier than three Business Days and no later than 30 days from the date such notice is given).

The Notes may be redeemed at the option of the Company, in whole but not in part, at any time before November 30, 2017, at a redemption price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon to, but excluding, the date of such redemption, if the Company determines, in its reasonable judgment, that the Merger will not be consummated on or before 5:00 p.m. (New York City time) on November 30, 2017 (the "*Special Optional Redemption*").

If the Company exercises the Special Optional Redemption right, it shall provide notice to each Holder of the Notes to be redeemed, stating, among other matters prescribed in the Indenture, that it is exercising such Special Optional Redemption right and that all such Notes of this series shall be redeemed on the redemption date set forth in such notice (which will be no earlier than three Business Days and no later than 30 days from the date such notice is given).

Prior to January 1, 2027 (the "*Par Call Date*"), the Company shall have the right to redeem the Notes of this series, at its option, at any time in whole, or from time to time in part, at a redemption price equal to the greater of (i) 100% of the principal amount to be redeemed and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed that would be due if such Notes matured on the Par Call Date (not including any portion of such payments of interest accrued as of the date of redemption), 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 each case, accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date.

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

For purposes of determining the optional redemption price:

"*Comparable Treasury Issue*" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Notes to be redeemed (assuming, for this purpose, that the Notes matured on the Par Call Date) 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 term of the Notes.

"*Comparable Treasury Price*" means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations; (2) if the Quotation Agent obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations; or (3) if only one such Reference Treasury Dealer Quotation is received, such Reference Treasury Dealer Quotation.

"*Quotation Agent*" means the Reference Treasury Dealer appointed by the Company.

"*Reference Treasury Dealer*" means (1) each of Goldman, Sachs & Co., MUFG Securities Americas Inc. and Wells Fargo Securities, LLC or their respective affiliates and successors, unless any of them ceases to be a primary U.S. government securities dealer in the United States of America (a "*Primary Treasury Dealer*"), in which case the Company will substitute therefor another Primary Treasury Dealer and (2) two other Primary Treasury Dealers selected by the Company.

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

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

The Indenture contains provisions for defeasance at any time of (i) the entire indebtedness of this Note and (ii) the Company's obligations under the Indenture and this Note with respect to certain covenants and related Events of Default, upon compliance by the Company with certain conditions set forth in the Indenture.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the securities at the time outstanding of all series to be affected, considered as one class. The Indenture contains provisions permitting the Holders of a majority in aggregate principal amount of the securities of any series at the time outstanding, on behalf of the Holders of all securities of such series, to waive certain past defaults or Events of Default under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued in exchange, substitution or upon the registration or transfer hereof, irrespective of whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Note at the times, place and rate, and in the coin or currency, herein provided.

This Note is issuable as a registered Note only, in the minimum denomination of $2,000 and integral multiples of $1,000.

As provided in the Indenture, this Note is transferable by the registered Holder hereof in person or by his attorney duly authorized in writing on the books of the Company at the office or agency to be maintained by the Company for that purpose. Upon any registration of transfer, a new registered Note or Notes, of authorized denomination or denominations, and in the same aggregate principal amount, will be issued to the transferee in exchange therefore.

The Company, the Trustee, any paying agent and any Authenticating Agent may deem and treat the registered Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account of the principal of (and premium, if any) and interest on this Note as herein provided and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any Authenticating Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or any premium or interest on this Note, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator or against any past, present or future stockholder, officer or member of the Board of Directors, as

such, of the Company, whether by virtue of any constitution, state or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

This Note shall be governed by and deemed to be a contract made under, and construed in accordance with, the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York without regard to conflicts of law principles thereof.

All terms used in this Note which are defined in the Indenture and not defined herein shall have the meaning assigned to them in the Indenture.

This Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until the certificate of authentication on the face hereof is manually signed by the Trustee.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by the manual or facsimile signatures of the Senior Vice President – Finance and Strategy and Chief Financial Officer and the Vice President – Corporate Planning, Investor Relations and Treasurer of the Company, and a facsimile of its corporate seal to be affixed or reproduced hereon.

GREAT PLAINS ENERGY INCORPORATED

By _____
Name:
Title:

(SEAL)

By _____
Name:
Title:

Dated: _____

ATTEST:

_____

TRUSTEE'S CERTIFICATE OF AUTHENTICATION
This is one of the Notes of the series designated herein issued under the Indenture described herein.

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

By _____
Authorized Signatory

Dated: _____

Exhibit D

[FORM OF NOTE]

[Global Note]

For as long as this Global Note is deposited with or on behalf of The Depository Trust Company it shall bear the following legend. Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Great Plains Energy Incorporated or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

GREAT PLAINS ENERGY INCORPORATED

4.85% NOTES DUE 2047

Interest Rate: 4.85% per annum
Maturity Date: April 1, 2047
Registered Holder:

Principal Sum $
CUSIP No. 391164 AK6

GREAT PLAINS ENERGY INCORPORATED, a Missouri corporation (hereinafter called the "*Company*", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to the registered Holder named above or registered assigns, on the maturity date stated above, the principal sum stated above and to pay interest thereon from March 9, 2017, or from the most recent Interest Payment Date to which interest has been duly paid or provided for, initially on October 1, 2017, and thereafter semi-annually on April 1 and October 1 of each year, at the interest rate stated above, until the date on which payment of such principal sum has been made or duly provided for. The interest so payable on any Interest Payment Date will be paid to the person in whose name this Note is registered at the close of business on the fifteenth calendar day prior to such Interest Payment Date (whether or not such day is a Business Day), except as otherwise provided in the Indenture.

The principal and interest payments on this Note will be made by the Company to the registered Holder named above. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legally tender for payment of public and private debts.

This Note is one of a duly authorized issue of notes of the Company (herein called the "*Notes*"), issued under an Indenture, dated as of June 1, 2004, as supplemented by the Fifth Supplemental Indenture, dated as of March 9, 2017 (herein called the "*Indenture*," which term shall have the meaning assigned to it in such instruments), between the Company and The Bank of New York Mellon Trust Company, N.A. (successor to BNY Midwest Trust Company), as

Trustee (herein called the "*Trustee*," which term includes any successor trustee under the Indenture). Reference is made to the Indenture and any supplemental indenture thereto for the provisions relating, among other things, to the respective rights of the Company, the Trustee and the Holders of the Notes, and the terms on which the Notes are authenticated and delivered. This Note is one of the series designated on the face hereof, initially limited in aggregate principal amount to $1,000,000,000; *provided*, *however*, that the authorized aggregate principal amount of the Notes may be increased above such amount by a Board Resolution authorizing such increase. Any additional notes issued pursuant to such increase must have the same ranking, interest rate, maturity and other terms (except for the price to public, the Original Issue Date and the first Interest Payment Date, as applicable) as the Notes; provided that if any such additional notes are not fungible for U.S. federal income tax purposes with the Notes, such additional notes will be issued under a separate CUSIP number. Any such additional notes, together with the Notes, will constitute a single series of Notes under the Indenture.

Upon the first to occur of either (i) 5:00 p.m. (New York City time) on November 30, 2017, if the merger of Westar Energy, Inc. and GP Star, Inc. and the Company's acquisition of all of Westar Energy, Inc.'s issued and outstanding common stock (together, the "Merger") is not consummated on or prior to such time on such date, or (ii) the date on which the Agreement and Plan of Merger dated as of May 29, 2016 by and among the Company, Westar Energy, Inc. and, from and after its accession thereto, GP Star, Inc. is terminated (each, a "*Special Mandatory Redemption Trigger*"), the Company shall redeem the Notes, in whole, at a redemption price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon to, but excluding, the date of such redemption (the "*Special Mandatory Redemption*").

Within five Business Days after the occurrence of the Special Mandatory Redemption Trigger, the Company will give notice of the Special Mandatory Redemption to each Holder of the Notes, stating, among other matters prescribed in the Indenture, that a Special Mandatory Redemption Trigger has occurred and that all such Notes of this series shall be redeemed on the redemption date set forth in such notice (which will be no earlier than three Business Days and no later than 30 days from the date such notice is given).

The Notes may be redeemed at the option of the Company, in whole but not in part, at any time before November 30, 2017, at a redemption price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon to, but excluding, the date of such redemption, if the Company determines, in its reasonable judgment, that the Merger will not be consummated on or before 5:00 p.m. (New York City time) on November 30, 2017 (the "*Special Optional Redemption*").

If the Company exercises the Special Optional Redemption right, it shall provide notice to each Holder of the Notes to be redeemed, stating, among other matters prescribed in the Indenture, that it is exercising such Special Optional Redemption right and that all such Notes of this series shall be redeemed on the redemption date set forth in such notice (which will be no earlier than three Business Days and no later than 30 days from the date such notice is given).

Prior to October 1, 2046 (the "*Par Call Date*"), the Company shall have the right to redeem the Notes of this series, at its option, at any time in whole, or from time to time in part, at a redemption price equal to the greater of (i) 100% of the principal amount to be redeemed and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed that would be due if such Notes matured on the Par Call Date (not including any portion of such payments of interest accrued as of the date of redemption), 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 30 basis points; plus, in each case, accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the redemption date.

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

For purposes of determining the optional redemption price:

"*Comparable Treasury Issue*" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Notes to be redeemed (assuming, for this purpose, that the Notes matured on the Par Call Date) 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 term of the Notes.

"*Comparable Treasury Price*" means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations; (2) if the Quotation Agent obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations; or (3) if only one such Reference Treasury Dealer Quotation is received, such Reference Treasury Dealer Quotation.

"*Quotation Agent*" means the Reference Treasury Dealer appointed by the Company.

"*Reference Treasury Dealer*" means (1) each of Goldman, Sachs & Co., Barclays Capital Inc. and J.P. Morgan Securities LLC or their respective affiliates and successors, unless any of them ceases to be a primary U.S. government securities dealer in the United States of America (a "*Primary Treasury Dealer*"), in which case the Company will substitute therefor another Primary Treasury Dealer and (2) two other Primary Treasury Dealers selected by the Company.

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

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

The Indenture contains provisions for defeasance at any time of (i) the entire indebtedness of this Note and (ii) the Company's obligations under the Indenture and this Note with respect to certain covenants and related Events of Default, upon compliance by the Company with certain conditions set forth in the Indenture.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the securities at the time outstanding of all series to be affected, considered as one class. The Indenture contains provisions permitting the Holders of a majority in aggregate principal amount of the securities of any series at the time outstanding, on behalf of the Holders of all securities of such series, to waive certain past defaults or Events of Default under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued in exchange, substitution or upon the registration or transfer hereof, irrespective of whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Note at the times, place and rate, and in the coin or currency, herein provided.

This Note is issuable as a registered Note only, in the minimum denomination of $2,000 and integral multiples of $1,000.

As provided in the Indenture, this Note is transferable by the registered Holder hereof in person or by his attorney duly authorized in writing on the books of the Company at the office or agency to be maintained by the Company for that purpose. Upon any registration of transfer, a new registered Note or Notes, of authorized denomination or denominations, and in the same aggregate principal amount, will be issued to the transferee in exchange therefore.

The Company, the Trustee, any paying agent and any Authenticating Agent may deem and treat the registered Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account of the principal of (and premium, if any) and interest on this Note as herein provided and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any Authenticating Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or any premium or interest on this Note, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator or against any past, present or future stockholder, officer or member of the Board of Directors, as

such, of the Company, whether by virtue of any constitution, state or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

This Note shall be governed by and deemed to be a contract made under, and construed in accordance with, the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York without regard to conflicts of law principles thereof.

All terms used in this Note which are defined in the Indenture and not defined herein shall have the meaning assigned to them in the Indenture.

This Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until the certificate of authentication on the face hereof is manually signed by the Trustee.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by the manual or facsimile signatures of the Senior Vice President – Finance and Strategy and Chief Financial Officer and the Vice President – Corporate Planning, Investor Relations and Treasurer of the Company, and a facsimile of its corporate seal to be affixed or reproduced hereon.

GREAT PLAINS ENERGY INCORPORATED

By _____
Name:
Title:

(SEAL)

By _____
Name:
Title:

Dated: _____

ATTEST:

_____

TRUSTEE'S CERTIFICATE OF AUTHENTICATION
This is one of the Notes of the series designated herein issued under the Indenture described herein.

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

By _____
Authorized Signatory

Dated: _____

Exhibit 5.1

HUNTON & WILLIAMS LLP
200 PARK AVENUE
NEW YORK, NY 10166-0005

TEL 212 • 309 • 1000
FAX 212 • 309 • 1100

March 9, 2017

Great Plains Energy Incorporated
1200 Main Street
Kansas City, Missouri 64105

Re: Great Plains Energy Incorporated
Post-Effective Amendment No. 1 to Registration Statement on Form S-3

Ladies and Gentlemen:

We have served as special counsel to Great Plains Energy Incorporated, a Missouri corporation (the "Company"), in connection with the issuance and sale by the Company of $750,000,000 in aggregate principal amount of 2.50% Notes due 2020, $1,150,000,000 in aggregate principal amount of 3.15% Notes due 2022, $1,400,000,000 in aggregate principal amount of 3.90% Notes due 2027 and $1,000,000,000 in aggregate principal amount of 4.85% Notes due 2047 (collectively, the "Notes"), covered by the Company's Post-Effective Amendment No. 1 to Registration Statement (the "Registration Statement") on Form S-3 (File No. 333-202692), including the prospectus constituting a part thereof, dated September 27, 2016, and the final prospectus supplement, dated March 6, 2017 (collectively, the "Prospectus"), filed by the Company with the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act").

The Notes were issued under the Company's Indenture, dated as of June 1, 2004 (the "Original Indenture") between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor to BNY Midwest Trust Company), as trustee (in such capacity, the "Trustee"), as supplemented by the Fifth Supplemental Indenture, dated as of March 9, 2017, establishing the form, terms and other provisions of the Notes (the "Supplemental Indenture," and together with the Original Indenture, the "Indenture"). The Notes were sold by the Company pursuant to the Underwriting Agreement, dated March 6, 2017, between the Company and Goldman, Sachs & Co., as representative of the several underwriters named therein.

In rendering the opinion expressed below, we have examined and relied upon copies of the Registration Statement and the exhibits filed therewith, and the Indenture. We have also examined originals, or copies of originals certified to our satisfaction, of such agreements, documents, certificates and statements of government officials and other instruments, and have

examined such questions of law and have satisfied ourselves as to such matters of fact, as we have considered relevant and necessary as a basis for this opinion letter. We have assumed (i) the genuineness of all signatures, (ii) the legal capacity of natural persons other than the directors and officers of the Company, (iii) the authenticity of all documents submitted to us as originals and (iv) the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents. We have also assumed that the Indenture is the valid and legally binding obligation of the Trustee.

Based on the foregoing, and subject to the qualifications and limitations hereinafter set forth, we are of the opinion that the Notes, when duly executed, authenticated and issued as provided in the Indenture and in the manner and for the consideration contemplated by the Registration Statement and the Prospectus, will constitute the valid and binding obligations of the Company (subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws of general applicability relating to or affecting the enforcement of creditors' rights generally and by the effect of general principles of equity, regardless of whether considered in a proceeding in equity or at law). In rendering the foregoing opinion, with respect to matters of Missouri law, we have relied on the opinion of Heather A. Humphrey, General Counsel and Senior Vice President—Corporate Services of the Company attached hereto as Annex I.

We express no opinion herein as to the law of any jurisdiction other than the law of the State of New York, the federal law of the United States and, to the extent set forth herein, the law of the State of Missouri.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to all references to us included in or made a part of the Registration Statement. In giving the foregoing consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC thereunder. This opinion is limited to the matters stated in this letter, and no opinion may be implied or inferred beyond the matters expressly stated in this letter. This opinion is given as of the date hereof, and we assume no obligation to advise you after the date hereof of facts or circumstances that come to our attention or changes in the law, including judicial or administrative interpretations thereof, that occur which could affect the opinions contained herein.

Very truly yours,

/s/ Hunton & Williams LLP

HUNTON & WILLIAMS LLP

March 9, 2017

Hunton & Williams LLP
200 Park Avenue
New York, New York 10166

Re: Great Plains Energy Incorporated
Post-Effective Amendment No. 1 to Registration Statement on Form S-3

Ladies and Gentlemen:

I have served as General Counsel and Senior Vice President—Corporate Services to Great Plains Energy Incorporated, a Missouri corporation (the "Company"), in connection with the issuance and sale by the Company of $750,000,000 in aggregate principal amount of 2.50% Notes due 2020, $1,150,000,000 in aggregate principal amount of 3.15% Notes due 2022, $1,400,000,000 in aggregate principal amount of 3.90% Notes due 2027 and $1,000,000,000 in aggregate principal amount of 4.85% Notes due 2047 (collectively, the "Notes"), covered by the Company's Post-Effective Amendment No. 1 to Registration Statement on Form S-3 (No. 333-202692) (the "Registration Statement"), including the prospectus constituting a part thereof, dated September 23, 2016, and the final prospectus supplement, dated March 6, 2017 (collectively, the "Prospectus"), filed by the Company with the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act").

The Notes will be issued under the Company's Indenture, dated as of June 1, 2004 (the "Original Indenture") between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor to BNY Midwest Trust Company), as trustee (in such capacity, the "Trustee"), as supplemented by the Fifth Supplemental Indenture, dated as of March 9, 2017, establishing the form, terms and other provisions of the Notes (the "Supplemental Indenture," and together with the Original Indenture, the "Indenture"). The Notes were sold by the Company pursuant to the Underwriting Agreement, dated March 6, 2017, between the Company and Goldman, Sachs & Co., as representative of the several underwriters named therein.

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

Based on the foregoing, and subject to the qualifications and limitations hereinafter set forth, I am are of the opinion that:

(a) The Company is a validly organized and existing corporation in good standing under the laws of the State of Missouri.

(b) The Notes have been duly authorized, executed and delivered by the Company.

I am licensed to practice law in the State of Missouri and the foregoing opinion is limited to the laws of the State of Missouri.

This opinion is furnished for your benefit in connection with your rendering an opinion to the Company to be filed as Exhibit 5.1 to the Registration Statement and I hereby consent to your attaching this opinion to the opinion being rendered by you. In giving the foregoing consent, I do not hereby admit that I come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC thereunder. This opinion is limited to the matters stated in this letter, and no opinion may be implied or inferred beyond the matters expressly stated in this letter. This opinion is given as of the date hereof, and I assume no obligation to advise you after the date hereof of facts or circumstances that come to my attention or changes in the law, including judicial or administrative interpretations thereof, that occur which could affect the opinions contained herein.

Sincerely,

/s/ Heather A. Humphrey

Heather A. Humphrey
General Counsel and Senior Vice
President—Corporate Services