

AMENDMENT TO  
SPLIT DOLLAR INSURANCE AGREEMENT

THIS AGREEMENT is made and entered into as of this 26th day of October, 2001, by and between WESTERN RESOURCES, INC., a Kansas corporation (hereinafter referred to as the "Corporation"), and CARL M. KOUPAL, JR. (hereinafter referred to as the "Executive").

WHEREAS, the Corporation and the Executive entered into a Split Dollar Insurance Agreement as of June 3, 1998 (the "Insurance Agreement"); and

WHEREAS, the Corporation and the Executive wish to amend the Insurance Agreement to modify the terms of the Executive's right to sell his policy interest to the Corporation thereunder;

NOW, THEREFORE, the Executive and the Corporation do hereby agree to amend the Insurance Agreement as follows:

1. Section 8 of the Insurance Agreement is amended by adding the following sentences between the fourth and fifth sentences of said Section 8:

"If the Executive has made a prior sale of all or a portion of his interest in the death benefits, on or after January 2, 2002, pursuant to this Section 8 in which the purchase price paid by the Corporation was below the base amount, Executive shall have a one time right to elect, at some future date, to be paid the additional amount outlined in Section 8 up to the amount of One Dollar

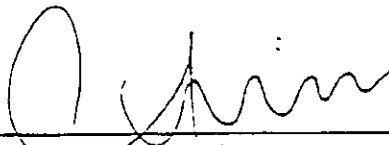
(\$1.00) for each One Dollar (\$1.00) of the original Executive net death benefit in accordance with adjustment based on change in total shareowner return as if the Executive had not sold the death benefits. The price paid by the Corporation shall be determined by (i) calculating the amount that would have been payable by the Corporation if the prior sale had not occurred and then (ii) reducing the amount calculated in (i) by the amount previously paid to the Executive and further reduced by interest calculated at an annual rate of 7.38 percent for the amount previously paid."

2. Except as modified by this Amendment, the Insurance Agreement shall remain in full force and effect in accordance with its terms.

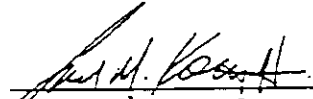
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, as of the day and year first above written.

WESTERN RESOURCES, INC.

Robby J. Beach  
Witness

By:   
David C. Wittig  
Chairman, President and  
Chief Executive Officer

Amy A. Fenboas  
Witness

  
Carl M. Koupal, Jr.