

Macris, Michael

From: Friedman, Bart
Sent: Tuesday, June 18, 2002 3:27 PM
To: Lake, Doug
Cc: Mark, Jonathan I.; Macris, Michael
Subject: Unfortunately, this is what is needed -PRIVILEGED AND CONFIDENTIAL - ATTORNEY WORK PRODUCT



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- Doug - Unfortunately, an agreement between you and WR is really needed to protect you and DW and enable you to later claim "good reason" should you so choose. We are not comfortable advising you that a memorandum or letter to Becker or the Company would bind WR and in circumstance where you will need certainty, you wouldn't have it. Let's talk. I am not wed to language, but I am wed to the notion of a countersigned agreement or letter. Bart

+AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of ____, 2002, by and between Western Resources, Inc., a Kansas corporation (the "Company") and [Douglas T. Lake] [David C. Wittig] ("Executive").

W I T N E S S E T H

WHEREAS, the Company and Executive entered into an Employment Agreement (the "Employment Agreement") effective as of September 19, 2000; and

WHEREAS, the Company, as a cost-saving measure, has taken action to reduce Executive's base salary, notwithstanding the provisions of the Employment Agreement precluding such reduction; and

WHEREAS, Executive is willing to accept such reduction in base salary provided the Company agrees to the terms of this Amendment to the Employment Agreement; and

WHEREAS, as an inducement to Executive to accept such reduction in base salary, the Company is willing to agree to the terms of this Amendment to the Employment Agreement;

NOW, THEREFORE, the Company and Executive hereby agree as follows:

1. Executive agrees to accept the reduction in his base salary pursuant to the resolution approved by the Board of Directors of the Company on _____, 2002.

2. The Company agrees that the benefits to which Executive is entitled under the Employment Agreement and under the Company's other employee benefit plans, programs, arrangements, and agreements, including without limitation the annual incentive bonus and the Company's Executive Salary Continuation Plan, shall be computed as if Executive's base salary had not been reduced.

3. The Company further agrees that Executive shall be entitled to treat such reduction in base salary as a reduction constituting grounds for a termination of employment by Executive for "Good Reason" for purposes of the Employment Agreement and that Executive shall not be required to give notice of termination of employment within 180 days following such reduction in order to terminate employment in a "Good Reason" termination by reason of such reduction (notwithstanding the provision of Section 1(i) of the Employment Agreement requiring such 180-day notice).

4. Except as modified above, the Employment Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer of the Company and Executive has executed this Agreement as of the day and year first above written.

WESTERN RESOURCES, INC.

By: _____
[Name of Authorized Officer]
[Title]

[Douglas T. Lake] [David C. Wittig]