

APR 30 1993 11:10 AM

SECURITY AGREEMENT SUPPLEMENT NO. 4

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT NO. 4, dated as of April 30, 1993, between Shawmut Bank Connecticut, National Association, formerly known as The Connecticut National Bank, not individually but solely as owner trustee (the "*Debtor*") under the Trust Agreement dated as of November 30, 1992 (the "*Trust Agreement*") for the benefit of BA Leasing & Capital Corporation, a California corporation (the "*Owner Participant*"), and Wilmington Trust Company, as security trustee (the "*Security Trustee*") under the Security Agreement-Trust Deed dated as of November 30, 1992 from the Debtor to the Security Trustee (the "*Security Agreement*").

WITNESSETH:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement;

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of supplements for any purpose not inconsistent with the terms of the Security Agreement; and

WHEREAS, the Debtor and the Security Trustee now desire to amend the Security Agreement to provide for the financing of additional rotary dump gondola cars, namely those rotary dump gondola cars described in Schedule A annexed hereto (the "*Additional Items of Equipment*").

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and the premium, if any, and interest on the Notes, to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Security Agreement and of such Notes and to provide for the financing of the Additional Items of Equipment, the Debtor and the Security Trustee agree as follows:

1. The Debtor does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

(a) all the Items of property and equipment described in Schedule A annexed hereto;

(b) all accessories, equipment, parts and appurtenances appertaining or attached to any Items of property and equipment described in said Schedule A, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment, except such thereof as remain the property of the Lessee under the Lease;

(c) all of the Debtor's interest in and to the Agreement to Modify and Warrant 120 Railcars, dated as of April 1, 1993, by and between Transcisco Leasing Company, a Delaware corporation, and Western Resources, Inc., a Kansas corporation, pursuant to the Modification Agreement Assignment, dated as of April 30, 1993, by and between the Debtor and Western Resources, Inc.; and

(d) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing, subject always to the exceptions, reservations and limitations contained in the section entitled "EXCEPTED RIGHTS IN COLLATERAL" of the Security Agreement.

SAVING AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the section entitled "EXCEPTED RIGHTS IN COLLATERAL" immediately following the granting clauses thereof.

2. Paragraph B of the Recitals to the Security Agreement is hereby amended to provide that the commitment of the Note Purchaser to purchase the Notes of the Debtor shall not exceed \$28,000,000.

3. Section 5(d)(ii) of the Security Agreement is hereby amended to read in its entirety as follows:

(ii) Second, an amount equal to the Loan Value of such Item or Items of Equipment for which settlement is then being made shall be applied to the prepayment of the principal amount of the Notes issued with respect to the Closing Date on which such Item or Items of Equipment were purchased so that each of the remaining installments of each such Note shall be reduced in the proportion that the principal amount of the prepayment of principal bears to the unpaid principal amount of such Notes immediately prior to the prepayment; and

4. The definition of "Loan Value" set forth in the last paragraph of Section 5(d) of the Security Agreement is hereby amended to read in its entirety as follows:

The "Loan Value" in respect of any Item of Equipment shall be an amount equal to the product of (A) a fraction, the numerator of which is an amount equal to the Purchase Price of such Item of Equipment for which settlement is then being made and the denominator of which is the aggregate Purchase Price of all Items of Equipment then subject to the Lease which were purchased on the same Closing Date on which such Item was purchased (including the Purchase Price of such Item of Equipment for which settlement is then being made), times (B) the unpaid principal amount of the Notes that were issued with respect to such Closing Date immediately prior to the prepayment provided for in this Section 5.1(d) (after giving effect to all payments of installments of principal made or to be made on the date of prepayment provided for in this Section 5.1(d)).

5. The amortization schedule set forth in Annex 2 to the Security Agreement is hereby amended to read in its entirety as set forth in Exhibit A attached hereto.

6. The form of the Notes set forth in Exhibit A to the Security Agreement is hereby amended to read in its entirety as set forth in Exhibit B attached hereto.

Each of the Debtor and the Security Trustee, by its execution and delivery hereof, consents and agrees that it is its intention to amend the Security Agreement in all respects to provide for the financing of the Additional Items of Equipment. Notwithstanding any provision to the contrary contained herein or in the Security Agreement, the Debtor and the Security Trustee hereby agree that this Security Agreement Supplement No. 4 and the Security Agreement shall be construed in all respects in a manner consistent with such intention.

THE DEBTOR hereby binds itself, its successors and assigns, to warrant and forever defend to the Security Trustee and its successors and assigns the security interest hereby created and granted.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of Kansas, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, formerly known as The
Connecticut National Bank, not
individually but solely as Owner Trustee

By 
Its **CORPORATE TRUST OFFICER**
DEBTOR

WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as Security
Trustee

By _____
Its Authorized Officer
SECURITY TRUSTEE

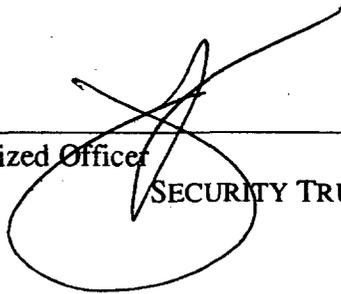
IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, formerly known as The Connecticut National Bank, not individually but solely as Owner Trustee

By _____
Its
DEBTOR

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Security Trustee

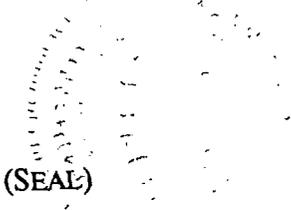
By _____
Its Authorized Officer
SECURITY TRUSTEE



STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 27th day of APRIL, 1993, before me personally appeared Debra A. Johnson, to me personally known, who being by me duly sworn, says that she is a CORPORATE TRUST OFFICER of Shawmut Bank Connecticut, National Association, that said instrument was signed on APRIL 27, 1993 on behalf of said banking association by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said banking association.

Dawn Piccoli Heintz
Notary Public



(SEAL)

DAWN PICCOLI HEINTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1997

My commission expires _____

STATE OF DELAWARE)
) SS
COUNTY OF NEW CASTLE)

On this ____ day of _____, 1993, before me personally appeared, _____, to me personally known, who being by me duly sworn, says that he is a _____ of Wilmington Trust Company, that said instrument was signed on _____, 1993 on behalf of said banking corporation by authority of its Board of Directors, and he acknowledged that the execution and foregoing instrument was the free act and deed of said banking corporation.

Notary Public

(SEAL)

My commission expires: _____

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this _____ day of _____, 1993, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of Shawmut Bank Connecticut, National Association, that said instrument was signed on _____, 1993 on behalf of said banking association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking association.

Notary Public

(SEAL)

My commission expires _____

STATE OF DELAWARE)
) SS
COUNTY OF NEW CASTLE)

On this 26th day of April, 1993, before me personally appeared, James P. Lawler, to me personally known, who being by me duly sworn, says that he is a AVP of Wilmington Trust Company, that said instrument was signed on April 26, 1993 on behalf of said banking corporation by authority of its Board of Directors, and he acknowledged that the execution and foregoing instrument was the free act and deed of said banking corporation.

Sharon M. Brendle
Notary Public

(SEAL)

My commission expires: _____

SHARON M. BRENDLE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 10, 1993

SCHEDULE A

UNITS

EQUIPMENT	QUANTITY	REPORTING MARKS
Rotary Dump Gondola Cars	120	MCHX 30576, 30578, 30579, 30580, 30582, 30583, 30585, 30586, 30587, 30588, 30589, 30590, 30591, 30592, 30593, 30595, 30596, 30598, 30602, 30603, 30605, 30608, 30610, 30611, 30612, 30613, 30614, 30615, 30617, 30618, 30619, 30620, 30621, 30622, 30623, 30624, 30625, 30626, 30629, 30631, 30632, 30633, 30635, 30636, 30637, 30641, 30643, 30645, 30646, 30647, 30650, 30651, 30652, 30656, 30658, 30659, 30661, 30662, 30669, 30671, 30672, 30682, 30683, 30684, 30685, 30687, 30690, 30692, 30697, 30698, 30701, 30702, 30704, 30707, 30709, 30711, 30713, 30717, 30718, 30719, 30721, 30723, 30727, 30728, 30736, 30739, 30745, 30752, 30754, 30755, 30758, 30760, 30763, 30764, 30765, 30766, 30772, 30773, 30776, 30780, 30781, 30783, 30784, 30785, 30786, 30787, 30788, 30791, 30792, 30793, 30794, 30797, 30800, 30802, 30803, 30805, 30806, 30807, 30810, 30812

AMORTIZATION SCHEDULE

With respect to the Items of Equipment financed on the First Closing Date

DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
May 28 1994	640261.75	392244.94	248017.21	9848347.37
Nov 28 1994	382609.07	382609.07	0.00	9848347.37
May 28 1995	649897.22	382609.07	267288.14	9581079.23
Nov 28 1995	372224.93	372224.93	0.00	9581079.23
May 28 1996	660281.34	372224.93	288054.43	9293022.80
Nov 28 1996	361033.94	361033.94	0.00	9293022.80
May 28 1997	671672.35	361033.94	310438.42	8982584.38
Nov 28 1997	348973.40	348973.40	0.00	8982584.38
May 28 1998	683532.88	348973.40	334559.48	8648024.90
Nov 28 1998	335975.77	335975.77	0.00	8648024.90
May 28 1999	696530.52	335975.77	340534.75	8287478.15
Nov 28 1999	321968.22	321968.22	0.00	8287478.15
May 28 2000	710538.07	321968.22	388549.86	7898900.29
Nov 28 2000	309731.89	306872.28	2879.61	7896020.68
May 28 2001	645374.74	306760.40	358614.33	7537406.35
Nov 28 2001	292828.24	292828.24	0.00	7537406.35
May 28 2002	563955.75	292828.24	271127.51	7266278.84
Nov 28 2002	282294.93	282294.93	0.00	7266278.84
May 28 2003	548700.85	282294.93	266405.92	6999872.92
Nov 28 2003	277268.89	271945.06	5323.83	6994549.09
May 28 2004	731412.77	271738.23	459674.94	6534874.95
Nov 28 2004	253879.88	253879.88	0.00	6534874.95
May 28 2005	713425.01	253879.88	459545.13	6075329.42
Nov 28 2005	242466.96	236026.93	6440.41	6068889.00
May 28 2006	710718.63	235776.34	474942.29	5593946.71
Nov 28 2006	306610.34	217324.83	89285.51	5504661.20
May 28 2007	702296.53	213854.09	488440.44	5016220.76
Nov 28 2007	224842.61	194888.18	29962.43	4986258.33
May 28 2008	973333.73	193716.14	779617.59	4206648.73
Nov 28 2008	163427.99	163427.99	0.00	4206648.73
May 28 2009	1136321.83	163427.99	972893.84	3233747.70
Nov 28 2009	125631.10	125631.10	0.00	3233747.70
May 28 2010	1177173.45	125631.10	1051542.35	2182205.34
Nov 28 2010	84778.68	84778.68	0.00	2182205.34
May 28 2011	1221328.41	84778.68	1136549.73	1045655.61
Nov 28 2011	40623.72	40623.72	0.00	1045655.61
May 28 2012	1086279.33	40623.72	1045655.61	0.00

EXHIBIT A

(To Security Agreement Supplement No. 4)

AMORTIZATION SCHEDULE

With respect to the Items of Equipment financed on the Second Closing Date

DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
May 28 1994	756282.33	463322.41	292959.92	11632970.86
Nov 28 1994	451940.92	451940.92	0.00	11632970.86
May 28 1995	767663.82	451940.92	315722.91	11317247.95
Nov 28 1995	439675.08	439675.08	0.00	11317247.95
May 28 1996	779929.66	439675.08	340254.58	10976995.37
Nov 28 1996	426456.19	426456.19	0.00	10976995.37
May 28 1997	793148.55	426456.19	366692.36	10610301.02
Nov 28 1997	412210.19	412210.19	0.00	10610301.02
May 28 1998	807394.55	412210.19	395184.35	10215116.66
Nov 28 1998	396857.28	396857.28	0.00	10215116.66
May 28 1999	822747.46	396857.28	425090.18	9789226.49
Nov 28 1999	380311.45	380311.45	0.00	9789226.49
May 28 2000	839293.29	380311.45	450981.84	9330244.64
Nov 28 2000	365881.42	362480.00	3401.42	9326843.22
May 28 2001	785946.00	362347.86	423598.14	8903245.08
Nov 28 2001	345891.07	345891.07	0.00	8903245.08
May 28 2002	666149.87	345891.07	320258.00	8582987.08
Nov 28 2002	333449.85	333449.85	0.00	8582987.08
May 28 2003	648129.86	333449.85	314680.81	8268306.27
Nov 28 2003	327512.25	321223.70	6288.95	8262017.72
May 28 2004	863950.66	320979.39	542971.27	7719046.45
Nov 28 2004	299884.95	299884.95	0.00	7719046.45
May 28 2005	842703.37	299884.95	542818.41	7176228.03
Nov 28 2005	286403.93	278796.46	7607.47	7168620.57
May 28 2006	839506.57	278500.91	561005.66	6607614.91
Nov 28 2006	362178.60	256705.84	105464.76	6502150.14
May 28 2007	829558.32	252608.53	576949.79	5925200.34
Nov 28 2007	265585.90	230194.03	35391.86	5889808.49
May 28 2008	1149709.64	228819.06	920890.58	4968917.92
Nov 28 2008	193042.46	193042.46	0.00	4968917.92
May 28 2009	1342231.55	193042.46	1149189.09	3819728.82
Nov 28 2009	148396.46	148396.46	0.00	3819728.82
May 28 2010	1390486.76	148396.46	1242090.30	2577638.52
Nov 28 2010	100141.26	100141.26	0.00	2577638.52
May 28 2011	1442642.95	100141.26	1342501.70	1235136.83
Nov 28 2011	47985.07	47985.07	0.00	1235136.83
May 28 2012	1283121.89	47985.07	1235136.83	0.00

EXHIBIT A

(To Security Agreement Supplement No. 4)

AMORTIZATION SCHEDULE

With respect to the Items of Equipment financed on the Third Closing Date

DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
May 28 1994	163343.80	152208.69	11135.11	3906720.41
Nov 28 1994	151776.09	151776.09	0.00	3906720.41
May 28 1995	252053.08	151776.09	100276.99	3806443.42
Nov 28 1995	147880.33	147880.33	0.00	3806443.42
May 28 1996	255948.84	147880.33	108068.51	3698374.91
Nov 28 1996	143681.87	143681.87	0.00	3698374.91
May 28 1997	260147.30	143681.87	116465.44	3581909.47
Nov 28 1997	139157.18	139157.18	0.00	3581909.47
May 28 1998	264671.99	139157.18	125514.80	3456394.67
Nov 28 1998	134280.93	134280.93	0.00	3456394.67
May 28 1999	269548.24	134280.93	135267.30	3321127.36
Nov 28 1999	129025.80	129025.80	0.00	3321127.36
May 28 2000	274803.37	129025.80	145777.57	3175349.79
Nov 28 2000	123362.34	123362.34	0.00	3175349.79
May 28 2001	280466.83	123362.34	157104.49	3018245.30
Nov 28 2001	117258.83	117258.83	0.00	3018245.30
May 28 2002	271844.86	117258.83	154586.03	2863659.27
Nov 28 2002	111253.16	111253.16	0.00	2863659.27
May 28 2003	220345.23	111253.16	109092.07	2754567.20
Nov 28 2003	107014.94	107014.94	0.00	2754567.20
May 28 2004	293486.85	107014.94	186471.92	2568095.29
Nov 28 2004	99770.50	99770.50	0.00	2568095.29
May 28 2005	279575.69	99770.50	179805.19	2388290.10
Nov 28 2005	92785.07	92785.07	0.00	2388290.10
May 28 2006	280846.70	92785.07	188061.63	2200228.47
Nov 28 2006	85478.88	85478.88	0.00	2200228.47
May 28 2007	282392.69	85478.88	196913.82	2003314.65
Nov 28 2007	77828.77	77828.77	0.00	2003314.65
May 28 2008	284014.41	77828.77	206185.63	1797129.02
Nov 28 2008	69818.46	69818.46	0.00	1797129.02
May 28 2009	357116.14	69818.46	287297.68	1509831.34
Nov 28 2009	58656.95	58656.95	0.00	1509831.34
May 28 2010	434912.04	58656.95	376255.09	1133576.25
Nov 28 2010	49356.90	44039.44	5317.46	1128258.79
May 28 2011	444212.09	43832.85	400379.23	727879.56
Nov 28 2011	49356.90	28278.12	21078.78	706800.78
May 28 2012	734259.99	27459.21	706800.78	0.00

EXHIBIT A

(To Security Agreement Supplement No. 4)

AMORTIZATION SCHEDULE
With respect to the Items of Equipment financed
on the First, Second and Third Closing Date

Date	Draw Down	Debt Service	Interest	Principal	Balance
Nov 30 1992	10096384.58				10096384.58
Dec 23 1992	11925930.78				22022315.36
Apr 30 1993	3917855.53				25940170.89
May 28 1993 1	0.00	810535.25	810535.25	0.00	25940170.89
Nov 28 1993 2	0.00	1007775.64	1007775.64	0.00	25940170.89
May 28 1994 3	0.00	1559887.88	1007775.64	552112.24	25388058.64
Nov 28 1994 4	0.00	986326.08	986326.08	0.00	25388058.64
May 28 1995 5	0.00	1669614.12	986326.08	683288.04	24704770.60
Nov 28 1995 6	0.00	959780.34	959780.34	0.00	24704770.60
May 28 1996 7	0.00	1696159.86	959780.34	736379.52	23968391.08
Nov 28 1996 8	0.00	931172.00	931172.00	0.00	23968391.08
May 28 1997 9	0.00	1724768.20	931172.00	793596.21	23174794.87
Nov 28 1997 10	0.00	900340.78	900340.78	0.00	23174794.87
May 28 1998 11	0.00	1755599.42	900340.78	855258.63	22319536.24
Nov 28 1998 12	0.00	867113.98	867113.98	0.00	22319536.24
May 28 1999 13	0.00	1788826.22	867113.98	921712.23	21397823.99
Nov 28 1999 14	0.00	831305.46	831305.46	0.00	21397823.99
May 28 2000 15	0.00	1824634.74	831305.46	993329.27	20404494.72
Nov 28 2000 16	0.00	798995.65	792714.62	6281.03	20398213.69
May 28 2001 17	0.00	1731787.57	792470.60	939316.96	19458896.73
Nov 28 2001 18	0.00	755978.14	755978.14	0.00	19458896.73
May 28 2002 19	0.00	1501949.68	755978.14	745971.54	18712925.19
Nov 28 2002 20	0.00	726997.14	726997.14	0.00	18712925.19
May 28 2003 21	0.00	1417175.94	726997.14	690178.80	18022746.39
Nov 28 2003 22	0.00	711796.08	700183.70	11612.38	18011134.01
May 28 2004 23	0.00	1888850.28	699732.56	1189117.73	16822016.29
Nov 28 2004 24	0.00	653535.33	653535.33	0.00	16822016.29
May 28 2005 25	0.00	1835704.07	653535.33	1182168.74	15639847.55
Nov 28 2005 26	0.00	621655.96	607608.08	14047.88	15625799.67
May 28 2006 27	0.00	1831071.90	607062.32	1224009.58	14401790.09
Nov 28 2006 28	0.00	754259.82	559509.55	194750.28	14207039.82
May 28 2007 29	0.00	1814247.54	551943.50	1262304.05	12944735.77
Nov 28 2007 30	0.00	568257.28	502902.98	65354.30	12879381.47
May 28 2008 31	0.00	2407057.78	500363.97	1906693.80	10972687.67
Nov 28 2008 32	0.00	426288.91	426288.91	0.00	10972687.67
May 28 2009 33	0.00	2835668.73	426288.91	2409379.81	8563307.86
Nov 28 2009 34	0.00	332684.51	332684.51	0.00	8563307.86
May 28 2010 35	0.00	3002572.25	332684.51	2669887.74	5893420.12
Nov 28 2010 36	0.00	234276.83	228959.37	5317.46	5888102.66
May 28 2011 37	0.00	3108183.45	228752.78	2879430.66	3008672.00
Nov 28 2011 38	0.00	137965.69	116886.91	21078.78	2987593.22
May 28 2012 39	0.00	3103661.21	116068.00	2987593.22	0.00

EXHIBIT A
(To Security Agreement Supplement No. 4)

EXHIBIT B

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION,
formerly known as
The Connecticut National Bank,
not individually but solely as Owner Trustee

7.77% Secured Note, Due May 28, 2012

No. R- _____, 19__

\$

FOR VALUE RECEIVED, the undersigned, Shawmut Bank Connecticut, National Association, not individually but solely as Owner Trustee (the "*Owner Trustee*") under that certain Trust Agreement dated as of November 30, 1992 (the "*Trust Agreement*") for the benefit of BA Leasing & Capital Corporation, a California corporation (the "*Owner Participant*"), promises to pay to

or registered assigns,
the principal sum of

DOLLARS (\$ _____)

together with interest from the date hereof until maturity at the rate of 7.77% per annum (computed on the basis of a 360-day year of twelve consecutive 30-day months) in installments as follows:

(a) two installments of interest only for (i) the period from and including the date of this Note to but not including May 28, 1993, payable on May 28, 1993 and (ii) the period from and including May 28, 1993 to but not including November 28, 1993 payable on November 28, 1993; followed by

(b) thirty-six (36) installments of principal and/or interest, each in the amount set forth in Schedule I attached hereto, each such installment payable on May 28, 1994 and on the twenty-eighth day of each November and May thereafter to and including November 28, 2011; followed by

EXHIBIT A
(to Security Agreement - Trust Deed)

(c) a final installment on May 28, 2012 in the amount equal to the entire principal and interest remaining unpaid hereunder as of said date.

The Owner Trustee further promises to pay interest at the Late Rate (8.77%) on each overdue installment of principal and (to the extent legally enforceable) upon each overdue installment of interest in each case from and after the maturity of each such installment until paid. All payments of principal of and interest on this Note shall be made at the principal office of the Security Trustee, in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. Any payment or prepayment of amounts due on this Note in accordance with the terms hereof and of the Security Agreement (as hereinafter defined) on a date which is not a Business Day shall be payable, without interest for such additional day or days and without any late charges on such payment or prepayment, on the next succeeding Business Day.

This Note is one of the Owner Trustee's 7.77% Secured Notes (herein called the "Notes") in an aggregate principal amount not exceeding \$28,000,000 which are (i) issued under and pursuant to the Participation Agreement dated as of November 30, 1992 (the "Participation Agreement") among the Debtor, the Owner Participant, Western Resources, Inc., Wilmington Trust Company (the "Security Trustee") and the institutional investor named in Schedule 2 thereto and (ii) equally and ratably secured by that certain Security Agreement-Trust Deed dated as of November 30, 1992 (the "Security Agreement") between the Owner Trustee and Wilmington Trust Company, as security trustee. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the Collateral, and the nature and extent of the security and rights of the Security Trustee, the holder or holders of the Notes and of the Owner Trustee in respect thereof.

This Note and said other Notes may be declared due prior to their expressed maturity date and certain prepayments (which are required to be applied ratably on all outstanding Notes) are required to be made thereon and optional prepayments may be made thereon, all in the events, on the terms and in the manner provided for in the Security Agreement.

The terms and provisions of the Security Agreement and the rights and obligations of the Owner Trustee and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

On and subject to the conditions contained in the Security Agreement, this Note is transferable by the registered holder hereof in person or by its duly authorized attorney on the Register (as defined in the Security Agreement) to be kept for that purpose at said principal office of the Security Trustee. On and subject to the conditions contained in the Security Agreement, this Note is exchangeable for Notes of other denominations. The Owner Trustee and the Security Trustee may deem and treat the person in whose name this Note is registered on said Register as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payment and for all other purposes, and neither the Owner Trustee nor the Security Trustee shall be affected by any notice to the contrary.

This Note shall not be valid until the certificate of authentication hereon shall have been signed by the Security Trustee.

This Note and the Security Agreement are governed by the laws of the State of Kansas.

Anything in this Note to the contrary notwithstanding, neither the Security Trustee nor any holder hereof, nor their respective successors or assigns shall have any claim, remedy or right to proceed against the Debtor in its individual corporate capacity or the Owner Participant or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer, or director of the Debtor or the Owner Participant, whether by virtue of any constitutional provision, statute or rule of law or by enforcement of any penalty or assessment or otherwise, for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by this Note or any sum owing under the Security Agreement from any source other than the Collateral (as defined in the Security Agreement). The Security Trustee and the holder of this Note by its acceptance hereof waive and release any personal liability of the Debtor in its individual corporate capacity or the Owner Participant, and any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Debtor or the Owner Participant for and on account of such indebtedness or other sums or such liability, and the Security Trustee and the holder of this Note agree to look solely to the Collateral for the payment of said indebtedness or other sums or the satisfaction of such liability; *provided, however*, nothing herein contained shall limit, restrict or impair the right of the Security Trustee to accelerate the maturity of this Note upon an Event of Default under the Security Agreement, to bring suit and obtain a judgment against the Debtor on this Note for purposes of realizing upon the Collateral or to exercise all rights and remedies provided under the Security Agreement or otherwise realize upon the Collateral; *provided further* that nothing contained herein shall be construed to limit the liability of Shawmut Bank Connecticut, National Association, in its individual capacity for any breach of any representations or warranties set forth in Section 3.1 of the Participation Agreement or to limit the liability of the Owner Participant for any breach of any representations or warranties set forth in Sections 3.4, 3.5(b), 3.6(a)(i) or 3.6(b)(ii) of the Participation Agreement or to limit the liability of Shawmut Bank Connecticut, National Association for the breach of any covenant undertaken in its individual capacity in the Participation Agreement or to limit the liability of the Owner Participant for the breach of any covenant undertaken by it in any Operative Agreement or to limit the liability of Shawmut Bank Connecticut, National Association or the Owner Participant for gross negligence or willful misconduct or for a breach of the agreements contained in Section 8 of the Participation Agreement or to limit the liability of Shawmut Bank Connecticut, National Association for the negligent or willful misappropriation or mishandling of funds, it being understood and agreed that the liability of Shawmut Bank Connecticut, National Association and the Owner Participant in any such event shall be

limited to the extent of actual damages resulting from such breach suffered by the party making a claim with respect thereto.

SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, formerly known as The
Connecticut National Bank, not
individually but solely as Owner Trustee

By _____
Its

NOTICE:

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE. THE NOTE MAY BE OFFERED OR SOLD ONLY IF REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR IF AN EXEMPTION FROM SUCH REGISTRATIONS IS AVAILABLE.

FORM OF SECURITY TRUSTEE'S CERTIFICATE

This is one of the Notes described in the within-mentioned Security Agreement.

_____, 19____.

WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as Security
Trustee

By _____
Its Authorized Officer