

3-119A025

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RECORDATION NO. 18217/C
FILED 1425

APR 29 1993 12-40 PM

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INTERSTATE COMMERCE COMMISSION

April 29, 1993

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 18217/A
FILED 1425

New No. APR 29 1993 12-40 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, DC 20423

Re: UtiliCorp United Inc.
Leveraged Lease Financing

RECORDATION NO. 18217/B
FILED 1425

APR 29 1993 12-40 PM

Dear Mr. Strickland:

INTERSTATE COMMERCE COMMISSION

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code, two original copies of each of the two primary documents described below and each of the two secondary documents described below, which secondary documents are related to the enclosed primary documents identified below. As one of the attorneys representing the Note Purchaser in this transaction, I have knowledge of the matters described in this letter.

The enclosed primary documents are as follows:

- (1) Railcar Lease, dated as of April 29, 1993, between Shawmut Bank Connecticut, National Association, as lessor (the "Lessor"), and UtiliCorp United Inc., as lessee (the "Lessee"); and
- (2) Security Agreement - Trust Deed, dated as of April 29, 1993, between Shawmut Bank Connecticut, National Association, as owner trustee (the "Owner Trustee"), and Wilmington Trust Company, as security trustee (the "Security Trustee").

The enclosed secondary documents are as follows:

- (1) Lease Supplement No. 1, dated as of April 29, 1993, between Shawmut Bank Connecticut, National Association, as Lessor, and UtiliCorp United Inc., as Lessee; and
- (2) Security Agreement Supplement No. 1, dated as of April 29, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Wilmington Trust Company, as Security Trustee.

[Handwritten signature]

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The primary documents to which this Lease Supplement and this Security Agreement Supplement are connected are those which are referred to above and which are being submitted for recording concurrently therewith.

The names and addresses of the parties to the documents are as follows:

RAILCAR LEASE

Lessee: UtiliCorp United Inc.
911 Main Street
Suite 3000
Kansas City, Missouri 64105

Lessor: Shawmut Bank Connecticut,
National Association
777 Main Street
Hartford, Connecticut 06115

SECURITY AGREEMENT - TRUST DEED

Owner Trustee: Shawmut Bank Connecticut,
National Association
777 Main Street
Hartford, Connecticut 06115

Security Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

LEASE SUPPLEMENT NO. 1

Lessee: UtiliCorp United Inc.
911 Main Street
Suite 3000
Kansas City, Missouri 64105

Lessor: Shawmut Bank Connecticut,
National Association
777 Main Street
Hartford, Connecticut 06115

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SECURITY AGREEMENT SUPPLEMENT NO. 1

Owner Trustee: Shawmut Bank Connecticut,
National Association
777 Main Street
Hartford, Connecticut 06115

Security Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

The Railcar Lease provides, *inter alia*, for the lease by the Lessor to the Lessee of certain bottom dump hopper cars (the "Units"). The Security Agreement - Trust Deed provides, *inter alia*, for the granting of a security interest in the Units in favor of the Security Trustee in order to secure the Owner Trustee's performance of certain obligations under the Security Agreement - Trust Deed and the Lessee's performance of certain obligations under the Railcar Lease and any Lease Supplement and Security Agreement Supplement executed and delivered from time to time pursuant to the Railcar Lease and the Security Agreement - Trust Deed. The Lease Supplement No. 1 and the Security Agreement Supplement No. 1 provide, *inter alia*, for the Railcar Lease and the Security Agreement - Trust Deed to apply to the bottom dump hopper cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 1, namely the road numbers set forth in Exhibit A hereto.

The description of the equipment covered as of the date hereof by the aforesaid Railcar Lease, Security Agreement - Trust Deed, Lease Supplement No. 1 and Security Agreement Supplement No. 1 is as set forth on Exhibit A hereto.

A fee of sixty-four dollars (\$64.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

Michael G. McGee, Esq.
Chapman and Cutler
111 West Monroe
Chicago, Illinois 60603

A short summary of each of the documents to appear in the index follows:

(1) RAILCAR LEASE:

Railcar Lease between Shawmut Bank Connecticut, National Association, as Lessor, 777 Main Street, Hartford, Connecticut 06115, and UtiliCorp United Inc., as

CHAPMAN AND CUTLER

Lessee, 911 Main Street, Suite 3000, Kansas City, Missouri 64105 dated as of April 29, 1993, covering up to 230 bottom dump hopper cars bearing the road numbers set forth in Schedule 1 to such Lease Supplements as may be executed from time to time pursuant to such Railcar Lease.

(2) SECURITY AGREEMENT - TRUST DEED:

Security Agreement - Trust Deed between Shawmut Bank Connecticut, National Association, as Owner Trustee, 777 Main Street, Hartford, Connecticut 06115, and Wilmington Trust Company, as Security Trustee, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, dated as of April 29, 1993, securing the obligations of the Owner Trustee and Western Resources, Inc., relating to up to 230 bottom dump hopper cars bearing the road numbers set forth in Schedule A to such Security Agreement Supplements as may be executed and delivered from time to time pursuant to such Security Agreement - Trust Deed.

(3) LEASE SUPPLEMENT NO. 1:

Lease Supplement No. 1 between Shawmut Bank Connecticut, National Association, as Lessor, 777 Main Street, Hartford, Connecticut 06115, and UtiliCorp United Inc., as Lessee, 911 Main Street, Suite 3000, Kansas City, Missouri 64105, dated as of April 29, 1993, covering 31 bottom dump hopper cars bearing the road numbers set forth in Schedule 1 to such Lease Supplement No. 1, namely road numbers set forth in Exhibit A. The Lease Supplement No. 1 is related to the Railcar Lease between the Lessor and the Lessee dated as of April 29, 1993, which is filed concurrently therewith.

(4) SECURITY AGREEMENT SUPPLEMENT NO. 1:

Security Agreement Supplement No. 1 between Shawmut Bank Connecticut, National Association, as Owner Trustee, 777 Main Street, Hartford, Connecticut 06115, and Wilmington Trust Company, as Security Trustee, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, dated as of April 29, 1993, covering 31 bottom dump hopper cars bearing the road numbers set forth in Schedule A to such Security Agreement Supplement No. 1, namely road numbers set forth in Exhibit A. The Security Agreement Supplement No. 1 is related to the Security Agreement - Trust Deed between the Owner Trustee and the Security Trustee, dated as of April 29, 1993, which is filed concurrently therewith.

CHAPMAN AND CUTLER

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3767) or Karl Williams (312-845-3892).

Sincerely,

CHAPMAN AND CUTLER

By Michael G. McGee
Michael G. McGee

MGM/cs
Enclosure

RECORDATION NO. 18217 FILED 1425

APR 29 1993 12-40 PM

LEASE SUPPLEMENT NO. 1

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 1 dated April 29, 1993 between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not individually but solely as Owner Trustee ("Lessor"), and UTILICORP UNITED INC., a Delaware corporation ("Lessee"),

WITNESSETH:

1. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of April 29, 1993 (the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

2. Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and accepted by the Lessee. Lessee represents that the Equipment is free and clear of all liens and encumbrances (except Permitted Encumbrances referred to in clauses (i) and (iv) of the definition of such term) and in a condition which in all respects is satisfactory to the Lessee and in compliance with the Lease.

3. Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Basic Term with respect thereto is the date of this Lease Supplement No. 1.

4. Lessee hereby certifies that such Purchase Price for the Equipment is \$1,585,980.46.

5. Interim Rent for the Equipment is payable in the amount set forth in Section 6(a) of the Lease on July 15, 1993. Fixed Rent and Stipulated Loss Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

_____ This Lease Supplement No. 1 has been executed in several counterparts. To the extent, if any, that this Lease Supplement No. 1 constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease Supplement No. 1 may be created through the transfer or possession of any counterpart hereof other than the "Counterpart No. 1". This Counterpart is Counterpart No. 3 of 12. Certain rights of Lessor under the Lease and this Lease Supplement No. 1 have been assigned to, and are subject to a security interest in favor of, Wilmington Trust Company, as Security Trustee under the Security Agreement—Trust Deed dated as of April 29, 1993 between Lessor and the Security Trustee, for the benefit of the holders of the Notes referred to therein.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed,
all as of the day and year first above written.

UTILICORP UNITED INC., a Delaware
corporation

By  _____
Its Vice President/Finance

SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

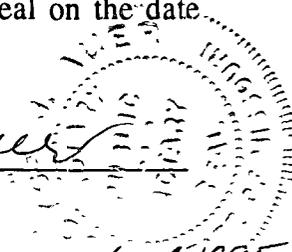
By _____
Its

STATE OF Missouri)
)
COUNTY OF Jackson) SS.:

On this, the 28th day of April, 1993, before me, a Notary Public in and for said County and State, personally appeared Walter Wolf, the VP Finance of UTILICORP UNITED INC., who acknowledged himself to be a duly authorized officer of UTILICORP UNITED INC., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Jay J. [Signature]
Name: _____
Notary Public
My Commission Expires: August 26, 1995
Residing in Kansas City, Missouri



STATE OF _____)
)
COUNTY OF _____) SS.:

On this, the ___ day of April, 1993, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, who acknowledged himself to be a duly authorized officer of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed,
all as of the day and year first above written.

UTILICORP UNITED INC., a Delaware
corporation

By _____
Its

SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

By Debra A Johnson
Its **CORPORATE TRUST OFFICER**

STATE OF _____)
) SS.:
COUNTY OF _____)

On this, the ___ day of April, 1993, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of UTILICORP UNITED INC., who acknowledged himself to be a duly authorized officer of UTILICORP UNITED INC., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF CONNECTICUT)
) SS.: HARTFORD
COUNTY OF HARTFORD)

On this, the 27th day of April, 1993, before me, a Notary Public in and for said County and State, personally appeared Debra A Johnson, the Corp. Trust Officer of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, who acknowledged herself to be a duly authorized officer of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, and that, as such officer, being authorized to do so, she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Cynthia L Essay
Name: **CYNTHIA L. ESSAY**
Notary Public **NOTARY PUBLIC**
My Commission Expires **MY COMMISSION EXPIRES FEBRUARY 28, 1998**
Residing in Colchester



DESCRIPTION OF EQUIPMENT

EQUIPMENT	QUANTITY	REPORTING MARKS
Bottom Dump Hopper Cars	31	MPSX 93001
		MPSX 93002
		MPSX 93003
		MPSX 93004
		MPSX 93005
		MPSX 93006
		MPSX 93007
		MPSX 93009
		MPSX 93011
		MPSX 93012
		MPSX 93015
		MPSX 93016
		MPSX 93017
		MPSX 93019
		MPSX 93021
		MPSX 93008
		MPSX 93010
		MPSX 93020
		MPSX 93022
		MPSX 93024
		MPSX 93025
		MPSX 93026
		MPSX 93014
		MPSX 93018
		MPSX 93023
		MPSX 93028
		MPSX 93029
		MPSX 93030
		MPSX 93032
		MPSX 93033
		MPSX 93036

**SCHEDULE OF FIXED RENT AND STIPULATED LOSS VALUE
RATE FACTORS**

I. FIXED RENT

<u>Rent Payment Date</u>	<u>Rent Installment for the Item of Equipment Equal to Purchase Price of the Item of Equipment Times the Following Fixed Rent Factor</u>
1/15/94	4.81815696 %
7/15/94	4.81815696 %
1/15/95	4.81815696 %
7/15/95	4.81815696 %
1/15/96	4.81815696 %
7/15/96	4.81815696 %
1/15/97	4.81815696 %
7/15/97	4.81815696 %
1/15/98	4.81815696 %
7/15/98	4.81815696 %
1/15/99	4.81815696 %
7/15/99	4.81815696 %
1/15/00	4.81815696 %
7/15/00	4.81815696 %
1/15/01	4.81815696 %
7/15/01	4.81815696 %
1/15/02	4.81815696 %
7/15/02	4.81815696 %
1/15/03	4.81815696 %
7/15/03	4.81815696 %
1/15/04	4.81815696 %
7/15/04	4.81815696 %
1/15/05	4.81815696 %
7/15/05	4.81815696 %
1/15/06	4.81815696 %
7/15/06	4.81815696 %
1/15/07	4.81815696 %
7/15/07	4.81815696 %
1/15/08	4.81815696 %
7/15/08	4.81815696 %

II. STIPULATED LOSS VALUE

<u>Rent Payment Date</u>	<u>Stipulated Loss Value, as a Percent of the Purchase Price Of the Item of Equipment (in Addition to Fixed Rent Installment for Such Item of Equipment due on Such Date)</u>
7/15/93	106.98433
1/15/94	106.98636
7/15/94	106.64414
1/15/95	105.85846
7/15/95	104.74086
1/15/96	103.31711
7/15/96	101.64248
1/15/97	99.74009
7/15/97	97.64810
1/15/98	95.39227
7/15/98	93.00792
1/15/99	90.53356
7/15/99	87.96579
1/15/00	85.30109
7/15/00	82.53580
1/15/01	79.66611
7/15/01	76.68810
1/15/02	73.60503
7/15/02	70.44368
1/15/03	67.21072
7/15/03	63.89599
1/15/04	60.49991
7/15/04	57.01914
1/15/05	53.59634
7/15/05	50.13519
1/15/06	46.64974
7/15/06	43.13301
1/15/07	39.60055
7/15/07	36.04542
1/15/08	32.48488
7/15/08	29.00000