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RECORDATION NO. 18217/C
FILED 1425

APR 29 1993 12-40 PM

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INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

April 29, 1993

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.

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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

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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.

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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

APR 29 1993 12-40 PM

SECURITY AGREEMENT SUPPLEMENT NO. 1
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT No. 1, dated April 29, 1993, between Shawmut Bank Connecticut, National Association, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of April 29, 1993, (the "Trust Agreement") for the benefit of Norwest Bank Minnesota, National Association, a national banking association (the "Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of April 29 1993 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;

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, and 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, 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; and

(c) 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.

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 Missouri, 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, not individually but solely
as Owner Trustee

By Debra A Johnson
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.

SHAWMUIT BANK CONNECTICUT, NATIONAL
ASSOCIATION, 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 HARTFORD
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 Corp. Trust Officer of Shawmut Bank Connecticut, National Association, that said instrument was signed on behalf of said corporation 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 corporation.

CYNTHIA L. ESSAY
NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 28, 1998

Cynthia L. Essay
Notary Public

(SEAL)

My commission expires 2-28-98

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of April, 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 and sealed on behalf of said 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 corporation.

Notary Public

(SEAL)

My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of April, 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 behalf of said corporation 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 corporation.

Notary Public

(SEAL)

My commission expires _____

STATE OF Delaware)
) SS
COUNTY OF New Castle)

On this 27th day of April, 1993, before me personally appeared, Norma P. Closs, to me personally known, who being by me duly sworn, says that he is a Vice President of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said 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 corporation.

Pharm M. Bredle

Notary Public

PHARM M. BREDDLE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 10, 1993

(SEAL)

My commission expires: _____

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