

CHAPMAN AND CUTLER

Theodore S. Chapman
1877-1943
Henry E. Cutler
1879-1959

111 West Monroe Street, Chicago, Illinois 60603-4080

TWX 910-221-2103 Telex 206281
FAX (312) 701-2361
Telephone (312) 845-3000

2 North Central Avenue
Phoenix, Arizona 85004
(602) 256-4060

REGISTRATION NO. 18217 FILED 1993
MAY 27 1993 12-05 PM

REGISTRATION NO. 18217 FILED 1993
MAY 27 1993 12-05 PM

50 South Main Street
Salt Lake City, Utah 84144
(801) 533-0066

May 27, 1993

INTERSTATE COMMERCE COMMISSION

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

INTERSTATE COMMERCE COMMISSION 3-117 A 006

18217-D
-E

MAY 27 11 57 AM '93
MOTOR OPERATING UNIT

Re: Utilicorp United Inc.
Leveraged Lease Financing

Dear Mr. Strickland:

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code, two originals of each of the two secondary documents described below, which secondary documents are related to the previously recorded 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 secondary documents are as follows:

- (1) Lease Supplement No. 2, dated as of May 27, 1993, between Shawmut Bank Connecticut, National Association, as Lessor, and Utilicorp United Inc., as Lessee; and
- (2) Security Agreement Supplement No. 2, dated as of May 27, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Wilmington Trust Company, as Security Trustee.

The primary documents to which the secondary documents are connected 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") which was recorded on April 29, 1993 and assigned recordation number 18217; 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

Handwritten signature/initials

Handwritten signature/initials

CHAPMAN AND CUTLER

Trustee") which was recorded in April 29, 1993 and assigned recordation number 18217-A.

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

LEASE SUPPLEMENT NO. 2

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

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

SECURITY AGREEMENT SUPPLEMENT NO. 2

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 Lease Supplement No. 2 and the Security Agreement Supplement No. 2 provide, *inter alia*, for the Railcar Lease and the Security Agreement - Trust Deed to apply to the rotary dump gondola cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 2, namely the road numbers set forth in Exhibit A hereto.

The description of the equipment covered as of the date hereof by the aforesaid Lease Supplement No. 2 and Security Agreement Supplement No. 2 is as set forth on Exhibit A hereto.

A fee of thirty-two dollars (\$32.00) 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

Law Offices of
CHAPMAN AND CUTLER

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

(1) LEASE SUPPLEMENT NO. 2:

Lease Supplement No. 2 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, MO 64105, dated as of May 27, 1993, covering 65 rotary dump gondola cars bearing the road numbers set forth in Schedule 1 to such Lease Supplement No. 2, namely road numbers set forth in Exhibit A. The Lease Supplement No. 2 is related to the Railcar Lease between the Lessor and the Lessee dated as of April 29, 1993, which is was previously filed and assigned recordation number 18217.

(2) SECURITY AGREEMENT SUPPLEMENT NO. 2:

Security Agreement Supplement No. 2 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 May 27, 1993, covering 65 rotary dump gondola cars bearing the road numbers set forth in Schedule A to such Security Agreement Supplement No. 2, namely road numbers set forth in Exhibit A. The Security Agreement Supplement No. 2 is related to the Security Agreement - Trust Deed between the Owner Trustee and the Security Trustee, dated as of April 29, 1993, which was previously filed and assigned recordation number 18217-A.

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

MGM/cs
Enclosure

CHAPMAN AND CUTLER

EXHIBIT A

UNITS

EQUIPMENT	QUANTITY	REPORTING MARKS
Rotary Dump Gondola Cars	65	NPSX 93013 NPSX 93027 NPSX 93031 NPSX 93034 NPSX 93035 NPSX 93037 NPSX 93038 NPSX 93039 NPSX 93040 NPSX 93041 NPSX 93042 NPSX 93043 NPSX 93044 NPSX 93045 NPSX 93046 NPSX 93047 NPSX 93048 NPSX 93049 NPSX 93050 NPSX 93051 NPSX 93052 NPSX 93053 NPSX 93055 NPSX 93056 NPSX 93058 NPSX 93054 NPSX 93057 NPSX 93059 NPSX 93060 NPSX 93061 NPSX 93062 NPSX 93063 NPSX 93064 NPSX 93065 NPSX 93066 NPSX 93067 NPSX 93068 NPSX 93069 NPSX 93070 NPSX 93071 NPSX 93072 NPSX 93073 NPSX 93074 NPSX 93075 NPSX 93076 NPSX 93077

CHAPMAN AND CUTLER

EQUIPMENT

QUANTITY

REPORTING MARKS

NPSX 93078
NPSX 93079
NPSX 93080
NPSX 93081
NPSX 93082
NPSX 93083
NPSX 93084
NPSX 93085
NPSX 93086
NPSX 93087
NPSX 93088
NPSX 93091
NPSX 93092
NPSX 93090
NPSX 93093
NPSX 93094
NPSX 93095
NPSX 93096
NPSX 93097

Interstate Commerce Commission
Washington, D.C. 20423

5/27/93

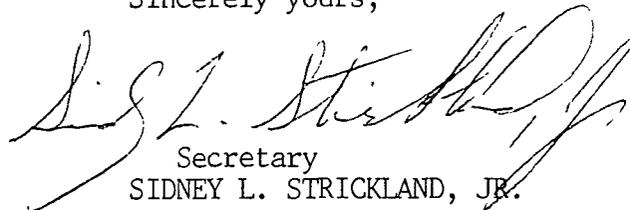
OFFICE OF THE SECRETARY

Michael G. McGee
Chapman & Cutler
111 West Monroe St
Chicago, Illinois 60603

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/27/93** at **12:05pm**, and assigned recordation number(s). **18217-D & 18217-E**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

MAY 27 1993 12-05 PM

LEASE SUPPLEMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 2 dated May 27, 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. 2.

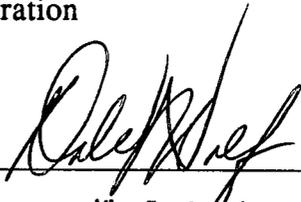
4. Lessee hereby certifies that such Purchase Price for the Equipment is \$3,325,442.90.

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. 2 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

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

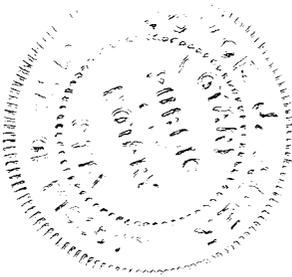
SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

By Debra Johnson
Its CORPORATE TRUST OFFICER

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

On this, the 25th day of May, 1993, before me, a Notary Public in and for said County and State, personally appeared Stale J. Wolf, the Vice Pres. 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.



Joyce J. Auer
Name: Joyce J. Auer
Notary Public
My Commission Expires: August 28, 1995
Residing in Kansas City, Mo.

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

On this, the ___ day of May, 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 _____

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

On this, the ___ day of May, 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 24th day of May, 1993, before me, a Notary Public in and for said County and State, personally appeared DEBRA 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.

Susan P McNally
Name:
Notary Public
My Commission Expires: **SUSAN P. McNALLY**
Residing in VERNON **NOTARY PUBLIC**
MY COMM. EXPIRES MARCH 31, 1995



DESCRIPTION OF EQUIPMENT

EQUIPMENT	QUANTITY	REPORTING MARKS
Bottom Dump Hopper Cars	65	MPSX 93013 MPSX 93027 MPSX 93031 MPSX 93034 MPSX 93035 MPSX 93037 MPSX 93038 MPSX 93039 MPSX 93040 MPSX 93041 MPSX 93042 MPSX 93043 MPSX 93044 MPSX 93045 MPSX 93046 MPSX 93047 MPSX 93048 MPSX 93049 MPSX 93050 MPSX 93051 MPSX 93052 MPSX 93053 MPSX 93055 MPSX 93056 MPSX 93058 MPSX 93054 MPSX 93057 MPSX 93059 MPSX 93060 MPSX 93061 MPSX 93062 MPSX 93063 MPSX 93064 MPSX 93065 MPSX 93066 MPSX 93067 MPSX 93068 MPSX 93069 MPSX 93070 MPSX 93071 MPSX 93072 MPSX 93073 MPSX 93074 MPSX 93075 MPSX 93076 MPSX 93077

EQUIPMENT

QUANTITY

REPORTING MARKS

KPSX 93078
KPSX 93079
KPSX 93080
KPSX 93081
KPSX 93082
KPSX 93083
KPSX 93084
KPSX 93085
KPSX 93086
KPSX 93087
KPSX 93088
KPSX 93091
KPSX 93092
KPSX 93090
KPSX 93093
KPSX 93094
KPSX 93095
KPSX 93096
KPSX 93097

**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	79.66811
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