

Law Offices of

CHAPMAN AND CUTLER

JAN 13 1994 - 11 30 AM

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INTERSTATE COMMERCE COMMISSION
2 North Central Avenue
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January 13, 1994

RECORDATION NO. 18217K FILED 1425
JAN 13 1994 - 11 30 AM

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

0100088615

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

RECEIVED
OFFICE OF THE
SECRETARY
JAN 13 11 24 AM '94
LICENSING BRANCH

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. 5, dated January 13, 1994, between Shawmut Bank Connecticut, National Association, as Lessor, and Utilicorp United Inc., as Lessee; and
- (2) Security Agreement Supplement No. 5, dated January 13, 1994, 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 Trustee"), which was recorded on April 29, 1993 and assigned recordation number 18217-A.

Vertical handwritten notes on the left margin, including "Luis" and "Counterparts".

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The capitalized terms used herein and not otherwise defined herein shall have the respective meanings specified in Annex 1 to the Security Agreement.

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

LEASE SUPPLEMENT NO. 5

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. 5

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. 5 and the Security Agreement Supplement No. 5 provide, *inter alia*, for the reoptimization of the debt in accordance with Section 9.11 of the Participation Agreement, Section 6(f) of the Lease and Section 6.4 of the Security Agreement.

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. 5:

Lease Supplement No. 5 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 January 13, 1994, providing for the reoptimization of the debt in accordance with Section 9.11 of the Participation Agreement and Section 6(f) of the Lease. The Lease Supplement No. 5 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. 5:

Security Agreement Supplement No. 5 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 January 13, 1994, providing for the reoptimization of the debt in accordance with Section 9.11 of the Participation Agreement and Section 6.4 of the Security Agreement. The Security Agreement Supplement No. 5 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 A. McGee
Michael G. McGee *KTW*

MGM/b
Enclosure

Interstate Commerce Commission

Washington, D.C. 20423

1/13/94

OFFICE OF THE SECRETARY

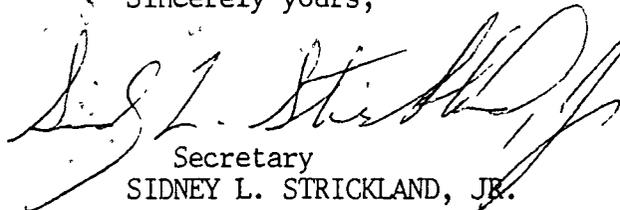
Michael G. McGee, Esq.
Chapman And Cutler
111 West Monroe Street
Chicago, ILL 60603-4080

Sirs:

Dear

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
1/13/94 11:30AM
on at , and assigned
18217-J & 18217-K
recording number(s).

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

JAN 13 1994 - 11 30 AM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 5

THIS LEASE SUPPLEMENT NO. 5 dated January 13, 1994 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. Lessor and Lessee have heretofore entered into (i) Lease Supplement No. 1 dated April 29, 1993 (the "Lease Supplement No. 1") providing for the Lease to apply to the bottom dump hopper cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 1, (ii) Lease Supplement No. 2 dated May 27, 1993 (the "Lease Supplement No. 2") providing for the Lease to apply to the bottom dump hopper cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 2, (iii) Lease Supplement No. 3 dated June 29, 1993 (the "Lease Supplement No. 3") providing for the Lease to apply to the bottom dump hopper cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 3, and (iv) Lease Supplement No. 4 dated July 15, 1993 (the "Lease Supplement No. 4") providing for the Lease to apply to the bottom dump hopper cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 4.

NOW, THEREFORE, in order to account for reoptimization adjustments to Fixed Rent and Stipulated Loss Value in accordance with Section 6(f) of the Lease, Lessor and Lessee hereby agree to the following:

This Lease Supplement No. 5 has been executed in several counterparts. To the extent, if any, that this Lease Supplement No. 5 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. 5 may be created through the transfer or possession of any counterpart hereof other than the "Counterpart No. 1". This Counterpart is Counterpart No. 11 of 12. Certain rights of Lessor under the Lease and this Lease Supplement No. 5 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.

(i) Exhibit C to the Lease is hereby deleted in its entirety and replaced with the Schedule of Fixed Rent set forth in Attachment A attached hereto.

(ii) Exhibit D to the Lease is hereby deleted in its entirety and replaced with the Schedule of Stipulated Loss Values set forth in Attachment B attached hereto.

(iii) Schedule 2 to each of Lease Supplement No. 1, Lease Supplement No. 2, Lease Supplement No. 3 and Lease Supplement No. 4 is hereby deleted in its entirety and replaced with the Schedule of Fixed Rent and Schedule of Stipulated Loss Values set forth in Attachment C attached hereto.

Each party hereby represents and warrants that this Lease Supplement No. 5 has been duly authorized, executed and delivered by it and is in full force and effect.

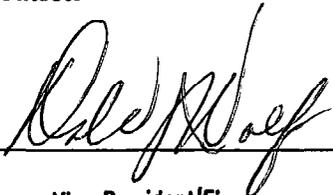
This Lease Supplement No. 5 shall be construed as supplemental to the Lease and Lease Supplement No. 1, Lease Supplement No. 2, Lease Supplement No. 3 and Lease Supplement No. 4 and shall form a part of each such instrument and, except as modified hereby, each such instrument is hereby ratified, approved and confirmed.

This Lease Supplement No. 5 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 Lease Supplement No. 5 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, 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

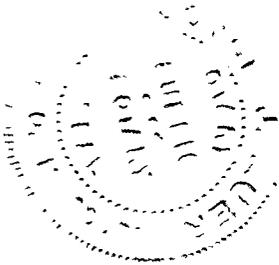
SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

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

STATE OF Missouri)
COUNTY OF Jackson) SS.:

On this, the 12th day of January, 1994, before me, a Notary Public in and for said County and State, personally appeared Stacy Way, 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.



Stacy Way
Name: _____
Notary Public
My Commission Expires: 8-28-95
Residing in Kansas City, Mo

STATE OF _____)
COUNTY OF _____) SS.:

On this, the ___ day of January, 1994, 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 January, 1994, 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 11th day of January, 1994, 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 ^{ER}himself 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
My Commission Expires: 2-28-98
Residing in Colchester



SCHEDULE OF FIXED RENT

RENT PAYMENT DATE	RENT INSTALLMENT FOR THE ITEM OF EQUIPMENT EQUAL TO PURCHASE PRICE OF THE ITEM OF EQUIPMENT TIMES THE FOLLOWING FIXED RENT FACTOR
1/15/94	4.85121725 %
7/15/94	4.85121725 %
1/15/95	4.85121725 %
7/15/95	4.85121725 %
1/15/96	4.85121725 %
7/15/96	4.85121725 %
1/15/97	4.85121725 %
7/15/97	4.85121725 %
1/15/98	4.85121725 %
7/15/98	4.85121725 %
1/15/99	4.85121725 %
7/15/99	4.85121725 %
1/15/00	4.85121725 %
7/15/00	4.85121725 %
1/15/01	4.85121725 %
7/15/01	4.85121725 %
1/15/02	4.85121725 %
7/15/02	4.85121725 %
1/15/03	4.85121725 %
7/15/03	4.85121725 %
1/15/04	4.85121725 %
7/15/04	4.85121725 %
1/15/05	4.85121725 %
7/15/05	4.85121725 %
1/15/06	4.85121725 %
7/15/06	4.85121725 %
1/15/07	4.85121725 %
7/15/07	4.85121725 %
1/15/08	4.85121725 %
7/15/08	4.85121725 %

SCHEDULE OF STIPULATED LOSS VALUE

RENT PAYMENT DATE	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)
7/15/93	107.51837
1/15/94	107.53945
7/15/94	107.21780
1/15/95	106.41907
7/15/95	105.28813
1/15/96	103.85038
7/15/96	102.16101
1/15/97	100.24305
7/15/97	98.13480
1/15/98	95.86223
7/15/98	93.46497
1/15/99	90.87722
7/15/99	88.39556
1/15/00	85.71644
7/15/00	82.93618
1/15/01	80.05096
7/15/01	77.05883
1/15/02	73.95388
7/15/02	70.77181
1/15/03	67.51733
7/15/03	64.18023
1/15/04	60.76133
7/15/04	57.24904
1/15/05	53.80077
7/15/05	50.31325
1/15/06	46.80049
7/15/06	43.25550
1/15/07	39.69386
7/15/07	36.10859
1/15/08	32.51697
<u>7/15/08</u>	29.00000

SCHEDULE OF FIXED RENT AND STIPULATED LOSS VALUE
FACTORS

I. FIXED RENT

RENT PAYMENT DATE	RENT INSTALLMENT FOR THE ITEM OF EQUIPMENT EQUAL TO PURCHASE PRICE OF THE ITEM OF EQUIPMENT TIMES THE FOLLOWING FIXED RENT FACTOR
1/15/94	4.85121725 %
7/15/94	4.85121725 %
1/15/95	4.85121725 %
7/15/95	4.85121725 %
1/15/96	4.85121725 %
7/15/96	4.85121725 %
1/15/97	4.85121725 %
7/15/97	4.85121725 %
1/15/98	4.85121725 %
7/15/98	4.85121725 %
1/15/99	4.85121725 %
7/15/99	4.85121725 %
1/15/00	4.85121725 %
7/15/00	4.85121725 %
1/15/01	4.85121725 %
7/15/01	4.85121725 %
1/15/02	4.85121725 %
7/15/02	4.85121725 %
1/15/03	4.85121725 %
7/15/03	4.85121725 %
1/15/04	4.85121725 %
7/15/04	4.85121725 %
1/15/05	4.85121725 %
7/15/05	4.85121725 %
1/15/06	4.85121725 %
7/15/06	4.85121725 %
1/15/07	4.85121725 %
7/15/07	4.85121725 %
1/15/08	4.85121725 %
7/15/08	4.85121725 %

II. STIPULATED LOSS VALUE

RENT PAYMENT DATE	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)
7/15/93	107.51837
1/15/94	107.53945
7/15/94	107.21780
1/15/95	106.41907
7/15/95	105.28813
1/15/96	103.85038
7/15/96	102.16101
1/15/97	100.24305
7/15/97	98.13480
1/15/98	95.86223
7/15/98	93.46497
1/15/99	90.97722
7/15/99	88.39556
1/15/00	85.71644
7/15/00	82.93618
1/15/01	80.05096
7/15/01	77.05883
1/15/02	73.95388
7/15/02	70.77181
1/15/03	67.51733
7/15/03	64.18023
1/15/04	60.76133
7/15/04	57.24904
1/15/05	53.80077
7/15/05	50.31325
1/15/06	46.80049
7/15/06	43.25550
1/15/07	39.69386
7/15/07	36.10859
1/15/08	32.51697
7/15/08	29.00000