

CHAPMAN AND CUTLER

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January 29, 1997

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50 South Main Street
Salt Lake City, Utah 84144
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Mark A. Sternberg
312 845-3784

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
Twelfth Street & Constitution Avenue, N.W.
Washington, DC 20423

RECORDATION NO. 18217-2
FILED 1/30/97

JAN 30 1997 -2 25 PM

Re: UtiliCorp United Inc.
Leveraged Lease Financing

Dear Mr. Williams:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, three 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. 6, dated January 30, 1997, between Fleet National Bank (formerly known as Shawmut Bank Connecticut, National Association), as Lessor, and UtiliCorp United Inc., as Lessee; and

(2) Security Agreement Supplement No. 6, dated January 30, 1997, between Fleet National Bank (formerly known as 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 Fleet National Bank (formerly known as 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 Fleet National Bank (formerly known as 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.

Chapman and Cutler - 2-2-97

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. 6

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

Lessor: Fleet National Bank
777 Main Street
Hartford, Connecticut 06115

SECURITY AGREEMENT SUPPLEMENT NO. 6

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

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

The description of the Units covered as of the date hereof by the aforesaid Lease Supplement No. 6 and Security Agreement Supplement No. 6 is as set forth on Exhibit A hereto.

A fee of forty-four dollars (\$44.00) is enclosed. Please time and date stamp the enclosed copies of each of the enclosed documents along with the extra copies 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 Board for recordation to:

Mark A. Sternberg, 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) LEASE SUPPLEMENT NO. 6:

Lease Supplement No. 6 between Fleet National Bank (formerly known as 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 30, 1997, covering the railroad rolling stock bearing the road numbers listed in Schedule 2 thereto. The Lease Supplement No. 6 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.

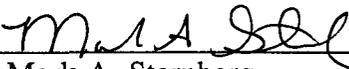
(2) SECURITY AGREEMENT SUPPLEMENT NO. 6:

Security Agreement Supplement No. 6 between Fleet National Bank (formerly known as 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 30, 1997, covering the railroad rolling stock bearing the road numbers listed in Schedule A thereto. The Security Agreement Supplement No. 6 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 (312-845-3784).

Sincerely,

CHAPMAN AND CUTLER

By 
Mark A. Sternberg

MAS/b
Enclosure

EXHIBIT A

UNITS

TYPE	NUMBER	ROAD/SERIAL NUMBERS
4065 C/F 117 Ton Fully Automatic Aluminum Avalanche Hopper Cars	36	MPSX 97001-97036, inclusive

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

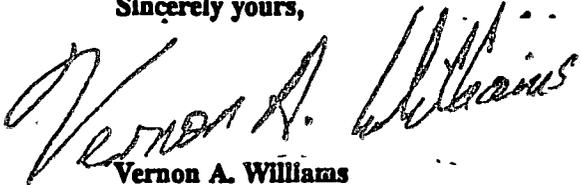
1/30/97

Mark A. Sternberg
Chapman And Cutler
111 West Monroe
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 1/30/97 at 2:25PM, and assigned recordation number(s). 18217-L and 18217-M.

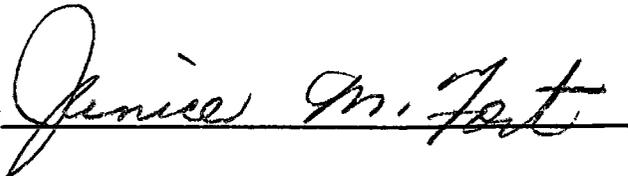
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$44.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



LEASE SUPPLEMENT NO. 6

THIS LEASE SUPPLEMENT NO. 6¹ dated January 30, 1997 between FLEET NATIONAL BANK (formerly known as 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 (as amended and supplemented to the date hereof, 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. An Event of Loss has occurred with respect to certain Items of Equipment identified on Schedule 1 hereto ("Destroyed Equipment"). The parties have agreed to a substitution of Replacement Items to be leased to the Lessee in accordance with Section 15 of the Lease.

3. Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Replacement Items described in Schedule 2 attached hereto have been delivered and accepted by the Lessee. Lessee represents that the Replacement Items are 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.

4. Lessee hereby certifies that the date of acceptance of the Replacement Items and commencement of the Term with respect thereto is the date of this Lease Supplement No. 6.

5. Lessee hereby certifies that such Purchase Price for the Replacement Items is \$2,119,687.92

¹ This Lease Supplement No. 6 has been executed in several counterparts. To the extent, if any, that this Lease Supplement No. 6 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. 6 may be created through the transfer or possession of any counterpart hereof other than the "Counterpart No. 1." This Counterpart is Counterpart No. _____ of 12. Certain rights of Lessor under the Lease and this Lease Supplement No. 6 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.

6. The Replacement Items shall be subject to all of the terms and provisions of the Lease applicable to the Destroyed Equipment (assuming the Destroyed Equipment had not been the subject of an Event of Loss) except that Fixed Rent and Stipulated Loss Values for the Replacement Items shall be as set forth in this supplement.

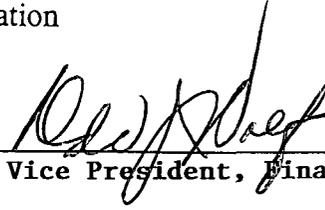
7. Fixed Rent and Stipulated Loss Values for the Replacement Items is payable in the amounts and on the Rent Payment Dates set forth in Schedule 3 attached hereto.

8. Lessee hereby certifies that each Replacement Item has a fair market value, utility and remaining useful life at least equal to any of the Destroyed Items based on (a) each Replacement Item is of the same general type as the Destroyed Items; (b) each Replacement Item is new and has not previously been placed in service; and (c) the purchase price of each Replacement Item exceeds the original individual purchase price of the Destroyed Items.

9. Lessee affirms that the tax indemnification provisions provided in the Lease and Tax Indemnification Agreement remain in full force and effect after the substitution of Replacement Items provided in this supplement.

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

FLEET NATIONAL BANK, not individually
but solely as Owner Trustee

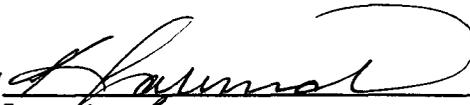
By _____
Its

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

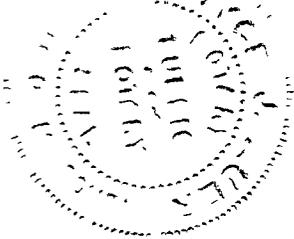
FLEET NATIONAL BANK, not individually but solely as Owner Trustee

By  _____
Its *AVT*

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On this, the 28th day of January, 1997, before me, a Notary Public in and for said County and State, personally appeared Stale J. Woy, the Vice President 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 S. Huev
Name: Joyce S. Huev
Notary Public
My Commission Expires: 8-28-99
Residing in Kansas City, Mo

STATE OF _____)
) ss.
COUNTY OF _____)

On this, the _____ day of January, 1997, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of FLEET NATIONAL BANK, who acknowledged himself to be a duly authorized officer of FLEET NATIONAL BANK, 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, 1997, 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.
COUNTY OF Hartford)

On this, the 29th day of January, 1997, before me, a Notary Public in and for said County and State, personally appeared Kathy A. Larimore, the AVP of FLEET NATIONAL BANK, who acknowledged himself to be a duly authorized officer of FLEET NATIONAL BANK, 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.

Curtis P. Collette
Name:
Notary Public
My Commission Expires:
Residing in Connecticut

CURTIS P. COLLETTE
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2001

Receipt of this original counterpart of the foregoing Lease Supplement is hereby acknowledged this _____ day of January, 1997.

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

By _____
Its

SCHEDULE 1

DESCRIPTION OF DESTROYED EQUIPMENT

<u>Car Mark</u>	<u>Car Number</u>
MPSX	93068
MPSX	93229
MPSX	93226
MPSX	93219
MPSX	93191
MPSX	93084
MPSX	93010
MPSX	93049
MPSX	93116
MPSX	93177
MPSX	93185
MPSX	93217
MPSX	93149
MPSX	93015
MPSX	93027
MPSX	93208
MPSX	93200
MPSX	93188
MPSX	93187
MPSX	93123
MPSX	93201
MPSX	93065
MPSX	93074
MPSX	93132
MPSX	93212
MPSX	93146
MPSX	93087
MPSX	93072
MPSX	93136
MPSX	93161
MPSX	93090
MPSX	93060
MPSX	93052
MPSX	93028
MPSX	93182
MPSX	93110

SCHEDULE 2

DESCRIPTION OF REPLACEMENT ITEMS OF EQUIPMENT

<u>Car Mark</u>	<u>Car Number</u>	<u>Acceptance Date</u>
MPSX	97001	1/30/97
MPSX	97002	1/30/97
MPSX	97003	1/30/97
MPSX	97004	1/30/97
MPSX	97005	1/30/97
MPSX	97006	1/30/97
MPSX	97007	1/30/97
MPSX	97008	1/30/97
MPSX	97009	1/30/97
MPSX	97010	1/30/97
MPSX	97011	1/30/97
MPSX	97012	1/30/97
MPSX	97013	1/30/97
MPSX	97014	1/30/97
MPSX	97015	1/30/97
MPSX	97016	1/30/97
MPSX	97017	1/30/97
MPSX	97018	1/30/97
MPSX	97019	1/30/97
MPSX	97020	1/30/97
MPSX	97021	1/30/97
MPSX	97022	1/30/97
MPSX	97023	1/30/97
MPSX	97024	1/30/97
MPSX	97025	1/30/97
MPSX	97026	1/30/97
MPSX	97027	1/30/97
MPSX	97028	1/30/97
MPSX	97029	1/30/97
MPSX	97030	1/30/97
MPSX	97031	1/30/97
MPSX	97032	1/30/97
MPSX	97033	1/30/97
MPSX	97034	1/30/97
MPSX	97035	1/30/97
MPSX	97036	1/30/97

SCHEDULE 3

SCHEDULE OF FIXED RENT AND STIPULATED LOSS VALUE
RATE FACTORS

I. FIXED RENT

RENT PAYMENT DATE	RENT INSTALLMENT FOR THE ITEM OF EQUIPMENT EQUAL TO THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT TIMES THE FOLLOWING FIXED RENT FACTOR
7/15/97	4.78354198 %
1/15/98	4.78354198 %
7/15/98	4.78354198 %
1/15/99	4.78354198 %
7/15/99	4.78354198 %
1/15/00	4.78354198 %
7/15/00	4.78354198 %
1/15/01	4.78354198 %
7/15/01	4.78354198 %
1/15/02	4.78354198 %
7/15/02	4.78354198 %
1/15/03	4.78354198 %
7/15/03	4.78354198 %
1/15/04	4.78354198 %
7/15/04	4.78354198 %
1/15/05	4.78354198 %
7/15/05	4.78354198 %
1/15/06	4.78354198 %
7/15/06	4.78354198 %
1/15/07	4.78354198 %
7/15/07	4.78354198 %
1/15/08	4.78354198 %
7/15/08	4.78354198 %

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)
7/15/97	98.94138 %
1/15/98	96.96888 %
7/15/98	94.86859 %
1/15/99	92.66053 %
7/15/99	90.34638 %
1/15/00	87.92531 %
7/15/00	85.39692 %
1/15/01	82.75992 %
7/15/01	80.01239 %
1/15/02	77.15623 %
7/15/02	74.21690 %
1/15/03	71.19977 %
7/15/03	68.09560 %
1/15/04	64.90462 %
7/15/04	61.61799 %
1/15/05	58.37577 %
7/15/05	55.08876 %
1/15/06	51.77335 %
7/15/06	48.42166 %
1/15/07	45.04862 %
7/15/07	41.64634 %
1/15/08	38.23122 %
7/15/08	34.89580 %