

Law Offices of

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
January 29, 1997

2 North Central Avenue
Phoenix, Arizona 85004
(602) 256-0060

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

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

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.

Counterparts - 2/1/97

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
Mark A. Sternberg

MAS/b
Enclosure

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20427-0001

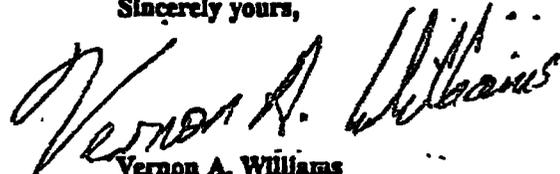
1/30/97

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 2:25 PM, and assigned recordation number(s). 18217-L and 18217-M.

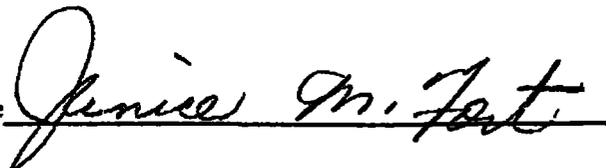
Sincerely yours,


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



18217-100
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SECURITY AGREEMENT SUPPLEMENT NO. 6

SECURITY AGREEMENT SUPPLEMENT No. 6, dated January 30, 1997, between Fleet National Bank (formerly known as 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 (as amended and supplemented to the date hereof, 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; and

WHEREAS, certain Items of Equipment have been subject to an Event of Loss (the "Destroyed Equipment") and are to be released from the lien of the Security Agreement upon delivery of Replacement Items pursuant to Section 15 of the Lease;

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 Replacement 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.

The Security Trustee hereby releases from the lien of the Security Agreement the Items of Destroyed Equipment listed in Schedule B attached hereto.

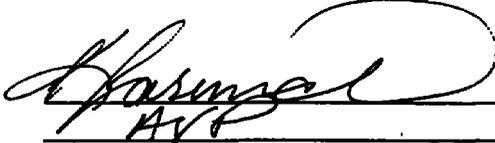
This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

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.

FLEET NATIONAL BANK,
not individually but solely as Owner Trustee

By: 
Its _____
DEBTOR

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

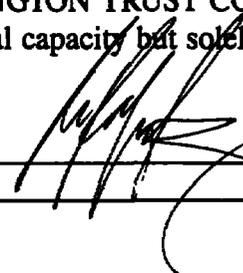
By: _____
Its _____
SECURITY TRUSTEE

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.

FLEET NATIONAL BANK,
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 _____
ANNE ROBERTS
Financial Services Officer
SECURITY TRUSTEE

STATE OF Connecticut)
COUNTY OF Hartford) SS.

On this _____ day of January, 1997, before me personally appeared Kathy A. -
Lairmore, to me personally known, being by me duly sworn, says that he is a
AVT of Fleet National Bank, that said instrument was signed on behalf of said
corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of
the foregoing instrument was the free act and deed of said corporation.

Curtis P. Collette
Notary Public

(SEAL)

My Commission Expires:

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

STATE OF DELAWARE)
COUNTY OF NEW CASTLE) ss.

On this _____ day of January, 1997, before me personally appeared
_____, to me personally known, being by me duly sworn, says that (s)he is a(n)
_____ of Wilmington Trust Company, that said instrument was signed on behalf
of said corporation by authority of its Board of Directors; and (s)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 _____)
)
COUNTY OF _____) SS.

On this _____ day of January, 1997, before me personally appeared _____, to me personally known, being by me duly sworn, says that he is a _____ of Fleet National Bank, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and (s)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)
)
COUNTY OF NEW CASTLE) SS.

On this 28th day of January, 1997, before me personally appeared Ann Roberts, to me personally known, being by me duly sworn, says that (s)he is a(n) Fin. Mgr. of Wilmington Trust Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cheryl Ann McNeill
Notary Public

(SEAL)

My Commission Expires:

CHERYL ANN MCNEILL
NOTARY PUBLIC
My commission expires November 2, 1997

SCHEDULE A

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 ✓

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SCHEDULE B

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-

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