

REGISTRATION NO. 25885 FILED

SEP 30 '05

8-25 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

September 29, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Equipment Lease Agreement and Trust Indenture and Security Agreement, dated as of September 30, 2005, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Indenture Trustee: Wilmington Trust Company (not in its individual capacity but solely as trustee)
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Owner Trustee: KCPL Statutory Trust 2005-A
U.S. Bank Trust National Association (not in its individual capacity but solely as trustee)
225 Asylum Street, 23rd Floor
Hartford, Connecticut 06103

Lessee: Kansas City Power & Light Company
1201 Walnut Street
Kansas City, Missouri 64106

Mr. Vernon A. Williams
September 29, 2005
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A description of the railroad equipment covered by the enclosed document is:

464 aluminum BethGon coalporter railcars within the following series as more particularly set forth in the equipment schedule attached to the document: KCLX 91001 – KCLX 91125, KCLX 394001 – KCLX 394125 and KCLX 794002 – KCLX 794250

A short summary of the document to appear in the index is:

Memorandum of Equipment Lease Agreement and Trust Indenture and Security Agreement.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

SEP 30 '05

8-25 AM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF EQUIPMENT LEASE AGREEMENT AND TRUST INDENTURE AND SECURITY AGREEMENT dated September 30, 2005, between KCPL STATUTORY TRUST 2005-A, a Connecticut statutory trust (the "Trust", or the "Owner Trustee", which term includes, if the context requires, U.S. Bank Trust National Association, not in its individual capacity, but solely as Owner Trustee), KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation (the "Lessee") and WILMINGTON TRUST COMPANY, a Delaware banking corporation (the "Indenture Trustee"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto in the Lease and the Indenture (referred to below).

Owner Trustee and Lessee have entered into that certain Equipment Lease Agreement (KCPL Statutory Trust 2005-A) dated as of September 20, 2005 (the "Lease"), that certain Lease Supplement No. 1 (KCPL Statutory Trust 2005-A) dated September 30, 2005 ("Lease Supplement No. 1") (the terms of which are incorporated herein by reference), and that certain Lease Supplement No. 2 (KCPL Statutory Trust 2005-A) dated September 30, 2005 ("Lease Supplement No. 2") (the terms of which are incorporated herein by reference) covering the railroad equipment (the "Equipment") identified in Schedule A hereto, bearing the equipment numbers of the Lessee shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefore.

Owner Trustee and Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (KCPL Statutory Trust 2005-A) dated as of September 20, 2005 (the "Indenture"), as supplemented by Indenture Supplement No. 1 (KCPL Statutory Trust 2005-A) dated September 30, 2005 ("Indenture Supplement No. 1"), and by Indenture Supplement No. 2 (KCPL Statutory Trust 2005-A) dated September 30, 2005 ("Indenture Supplement No. 2"), to witnesseth that as security for the due and punctual payment of the principal of and Premium, if any, and interest on the Notes and all other amounts payable to or for the benefit of the Noteholders and Indenture Trustee under the Operative Documents and the performance and observance by Owner Participant, Lessee and Owner Trustee of their respective agreements and conditions applicable to them contained in the Operative Documents, Owner Trustee grants to Indenture Trustee a first priority security interest in and mortgage and charge on, all of Trust's estate, right, title and interest in and to the following described property, whether now owned or hereafter acquired (all such property, other than Excepted Property, being herein called the "Trust Indenture Estate"):

- (a) the Lease, including, without limitation, all rights of Owner Trust as Lessor thereunder and all amounts of Basic Rent, Supplemental Rent, insurance proceeds and other payments of any kind for or with respect to the Equipment payable thereunder;
- (b) the Equipment and all additions and alterations thereto, replacements thereof and substitutions therefor;

(c) all rights of Owner Trust to restitution from any party to any Operative Document (other than the Tax Indemnity Agreement) in respect of any determination of invalidity thereof; all moneys and securities now or hereafter paid to or deposited with (or required to be paid to or deposited with) Indenture Trustee by or for the account of Owner Trust pursuant to the Indenture; and all instruments, documents of title, books and records of Owner Trust concerning the Trust Indenture Estate (other than income tax and other similar financial records relating to the Owner Participant's Commitment);

(d) the Participation Agreement and the Bill of Sale (including, without limitation, all rights to amounts paid or payable to Owner Trust thereunder and all rights to enforce payments);

(e) all other property and assets of whatever kind, nature or description, real, personal and mixed, and any interest therein, which may be acquired, received or held by Owner Trust pursuant to any Operative Document (other than the Tax Indemnity Agreement), wherever located and whether or not otherwise expressly subjected to the lien of the Indenture; and

(f) all proceeds, rents, issues, profits, products, revenues and other income from or on account of the property, rights and privileges subjected or required to be subjected to the lien of the Indenture.

BUT EXCLUDING from the foregoing all Excepted Property, as such term is defined under the Granting Clause of the Indenture.

The Lease, Lease Supplement No. 1, Lease Supplement No. 2, the Indenture, Indenture Supplement No. 1, and Indenture Supplement No. 2 shall be effective as of the respective dates thereof.

This memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

IN WITNESS WHEREOF, the parties wish to show for the public record the ownership of said railroad equipment by Owner Trustee, the leasehold interest therein of the Lessee, the assignment and mortgage of and security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

KANSAS CITY POWER & LIGHT COMPANY

By: Michael W. Cline
Name: Michael W. Cline
Title: Treasurer

**KCPL STATUTORY TRUST 2005-A, acting
through U.S. BANK TRUST NATIONAL
ASSOCIATION, not in its individual capacity, but
solely as Owner Trustee**

By: _____
Name: _____
Title: _____

**WILMINGTON TRUST COMPANY,
as Indenture Trustee**

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss.:
COUNTY OF JACKSON)

On this 29th day of September, 2005, before me personally appeared Michael W. Cline _____, to me personally known, who, by me being duly sworn, says that he/she is Treasurer _____ of KANSAS CITY POWER & LIGHT COMPANY, and that the foregoing instrument was signed on behalf of said Missouri corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Nicole A. Wehry
Notary Public

My commission expires

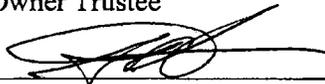
NICOLE A. WEHRY
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Feb. 4, 2007

IN WITNESS WHEREOF, the parties wish to show for the public record the ownership of said railroad equipment by Owner Trustee, the leasehold interest therein of the Lessee, the assignment and mortgage of and security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

KANSAS CITY POWER & LIGHT COMPANY

By: _____
Name: _____
Title: _____

KCPL STATUTORY TRUST 2005-A, acting
through U.S. BANK TRUST NATIONAL
ASSOCIATION, not in its individual capacity, but
solely as Owner Trustee

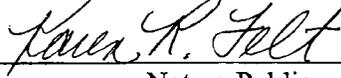
By:  _____
Name: **Arthur L. Blakeslee**
Title: **Vice President**

WILMINGTON TRUST COMPANY,
as Indenture Trustee

By: _____
Name: _____
Title: _____

STATE OF Connecticut)
) ss.:
COUNTY OF Hartford)

On this ____ day of September, 2005, before me personally appeared _____ **Arthur L. Blakeslee**, to me personally known, who, by me being duly sworn, says that he/she is _____ **Vice President** of U.S. BANK TRUST NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said national association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.



Notary Public

My commission expires

KAREN R. FELT
NOTARY PUBLIC
My Commission Expires 02/28/2009

IN WITNESS WHEREOF, the parties wish to show for the public record the ownership of said railroad equipment by Owner Trustee, the leasehold interest therein of the Lessee, the assignment and mortgage of and security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

KANSAS CITY POWER & LIGHT COMPANY

By: _____
Name: _____
Title: _____

KCPL TRUST 2005-A, acting through U.S. BANK TRUST NATIONAL ASSOCIATION, not in its individual capacity, except as expressly provided herein, but solely as Owner Trustee

By: _____
Name: _____
Title: _____

WILMINGTON TRUST COMPANY,
as Indenture Trustee

By: _____
Name: _____
Title: **Joann A. Rozell**
Assistant Vice President

STATE OF Delaware)
COUNTY OF New Castle) ss.:

On this 26 day of September, 2005, before me personally appeared Joann Rozell, to me personally known, who, by me being duly sworn, says that he/she is Asst. Vice President of WILMINGTON TRUST COMPANY, and that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. Christopher Murphy
Notary Public

My commission expires

J. CHRISTOPHER MURPHY
Notary Public - State of Delaware
My Comm. Expires June 23, 2007

Schedule A to
Memorandum of Lease and Indenture

DESCRIPTION OF ITEMS OF EQUIPMENT

TYPE A EQUIPMENT

1	KCLX	91001	41	KCLX	91042	81	KCLX	91083
2	KCLX	91002	42	KCLX	91043	82	KCLX	91084
3	KCLX	91003	43	KCLX	91044	83	KCLX	91085
4	KCLX	91004	44	KCLX	91045	84	KCLX	91086
5	KCLX	91005	45	KCLX	91046	85	KCLX	91087
6	KCLX	91006	46	KCLX	91047	86	KCLX	91088
7	KCLX	91007	47	KCLX	91048	87	KCLX	91089
8	KCLX	91008	48	KCLX	91049	88	KCLX	91090
9	KCLX	91009	49	KCLX	91050	89	KCLX	91091
10	KCLX	91010	50	KCLX	91051	90	KCLX	91092
11	KCLX	91011	51	KCLX	91052	91	KCLX	91093
12	KCLX	91013	52	KCLX	91054	92	KCLX	91094
13	KCLX	91014	53	KCLX	91055	93	KCLX	91095
14	KCLX	91015	54	KCLX	91056	94	KCLX	91096
15	KCLX	91016	55	KCLX	91057	95	KCLX	91097
16	KCLX	91017	56	KCLX	91058	96	KCLX	91098
17	KCLX	91018	57	KCLX	91059	97	KCLX	91099
18	KCLX	91019	58	KCLX	91060	98	KCLX	91100
19	KCLX	91020	59	KCLX	91061	99	KCLX	91101
20	KCLX	91021	60	KCLX	91062	100	KCLX	91102
21	KCLX	91022	61	KCLX	91063	101	KCLX	91103
22	KCLX	91023	62	KCLX	91064	102	KCLX	91104
23	KCLX	91024	63	KCLX	91065	103	KCLX	91105
24	KCLX	91025	64	KCLX	91066	104	KCLX	91106
25	KCLX	91026	65	KCLX	91067	105	KCLX	91107
26	KCLX	91027	66	KCLX	91068	106	KCLX	91108
27	KCLX	91028	67	KCLX	91069	107	KCLX	91109
28	KCLX	91029	68	KCLX	91070	108	KCLX	91110
29	KCLX	91030	69	KCLX	91071	109	KCLX	91111
30	KCLX	91031	70	KCLX	91072	110	KCLX	91112
31	KCLX	91032	71	KCLX	91073	111	KCLX	91113
32	KCLX	91033	72	KCLX	91074	112	KCLX	91114
33	KCLX	91034	73	KCLX	91075	113	KCLX	91115
34	KCLX	91035	74	KCLX	91076	114	KCLX	91116

35	KCLX	91036	75	KCLX	91077	115	KCLX	91117
36	KCLX	91037	76	KCLX	91078	116	KCLX	91118
37	KCLX	91038	77	KCLX	91079	117	KCLX	91119
38	KCLX	91039	78	KCLX	91080	118	KCLX	91120
39	KCLX	91040	79	KCLX	91081			
40	KCLX	91041	80	KCLX	91082			

TYPE B EQUIPMENT

1	KCLX	91121	40	KCLX	394036	79	KCLX	394075	118	KCLX	394115
2	KCLX	91122	41	KCLX	394037	80	KCLX	394076	119	KCLX	394116
3	KCLX	91123	42	KCLX	394038	81	KCLX	394077	120	KCLX	394117
4	KCLX	91124	43	KCLX	394039	82	KCLX	394078	121	KCLX	394118
5	KCLX	91125	44	KCLX	394040	83	KCLX	394079	122	KCLX	394119
6	KCLX	394001	45	KCLX	394041	84	KCLX	394080	123	KCLX	394120
7	KCLX	394002	46	KCLX	394042	85	KCLX	394081	124	KCLX	394121
8	KCLX	394003	47	KCLX	394043	86	KCLX	394082	125	KCLX	394122
9	KCLX	394004	48	KCLX	394044	87	KCLX	394083	126	KCLX	394123
10	KCLX	394005	49	KCLX	394045	88	KCLX	394084	127	KCLX	394124
11	KCLX	394006	50	KCLX	394046	89	KCLX	394085	128	KCLX	394125
12	KCLX	394007	51	KCLX	394047	90	KCLX	394086	129	KCLX	794002
13	KCLX	394008	52	KCLX	394048	91	KCLX	394087	130	KCLX	794003
14	KCLX	394009	53	KCLX	394049	92	KCLX	394088	131	KCLX	794004
15	KCLX	394010	54	KCLX	394050	93	KCLX	394089	132	KCLX	794005
16	KCLX	394011	55	KCLX	394051	94	KCLX	394090	133	KCLX	794006
17	KCLX	394012	56	KCLX	394052	95	KCLX	394091	134	KCLX	794007
18	KCLX	394013	57	KCLX	394053	96	KCLX	394092	135	KCLX	794008
19	KCLX	394014	58	KCLX	394054	97	KCLX	394093	136	KCLX	794009
20	KCLX	394015	59	KCLX	394055	98	KCLX	394094	137	KCLX	794010
21	KCLX	394016	60	KCLX	394056	99	KCLX	394095	138	KCLX	794012
22	KCLX	394017	61	KCLX	394057	100	KCLX	394097	139	KCLX	794014
23	KCLX	394019	62	KCLX	394058	101	KCLX	394098	140	KCLX	794015
24	KCLX	394020	63	KCLX	394059	102	KCLX	394099	141	KCLX	794016
25	KCLX	394021	64	KCLX	394060	103	KCLX	394100	142	KCLX	794017
26	KCLX	394022	65	KCLX	394061	104	KCLX	394101	143	KCLX	794018
27	KCLX	394023	66	KCLX	394062	105	KCLX	394102	144	KCLX	794019
28	KCLX	394024	67	KCLX	394063	106	KCLX	394103	145	KCLX	794020
29	KCLX	394025	68	KCLX	394064	107	KCLX	394104	146	KCLX	794021
30	KCLX	394026	69	KCLX	394065	108	KCLX	394105	147	KCLX	794022
31	KCLX	394027	70	KCLX	394066	109	KCLX	394106	148	KCLX	794023
32	KCLX	394028	71	KCLX	394067	110	KCLX	394107	149	KCLX	794024
33	KCLX	394029	72	KCLX	394068	111	KCLX	394108	150	KCLX	794025
34	KCLX	394030	73	KCLX	394069	112	KCLX	394109	151	KCLX	794026
35	KCLX	394031	74	KCLX	394070	113	KCLX	394110	152	KCLX	794027
36	KCLX	394032	75	KCLX	394071	114	KCLX	394111	153	KCLX	794029
37	KCLX	394033	76	KCLX	394072	115	KCLX	394112	154	KCLX	794031
38	KCLX	394034	77	KCLX	394073	116	KCLX	394113	155	KCLX	794032
39	KCLX	394035	78	KCLX	394074	117	KCLX	394114	156	KCLX	794033
157	KCLX	794034	200	KCLX	794085	243	KCLX	794131	286	KCLX	794183

158	KCLX	794035	201	KCLX	794086	244	KCLX	794132	287	KCLX	794185
159	KCLX	794038	202	KCLX	794087	245	KCLX	794133	288	KCLX	794186
160	KCLX	794039	203	KCLX	794088	246	KCLX	794134	289	KCLX	794188
161	KCLX	794040	204	KCLX	794089	247	KCLX	794135	290	KCLX	794189
162	KCLX	794041	205	KCLX	794090	248	KCLX	794136	291	KCLX	794190
163	KCLX	794042	206	KCLX	794091	249	KCLX	794137	292	KCLX	794191
164	KCLX	794043	207	KCLX	794093	250	KCLX	794138	293	KCLX	794192
165	KCLX	794044	208	KCLX	794094	251	KCLX	794139	294	KCLX	794194
166	KCLX	794045	209	KCLX	794096	252	KCLX	794140	295	KCLX	794195
167	KCLX	794046	210	KCLX	794097	253	KCLX	794142	296	KCLX	794196
168	KCLX	794047	211	KCLX	794098	254	KCLX	794143	297	KCLX	794197
169	KCLX	794048	212	KCLX	794099	255	KCLX	794144	298	KCLX	794198
170	KCLX	794049	213	KCLX	794100	256	KCLX	795146	299	KCLX	794200
171	KCLX	794050	214	KCLX	794101	257	KCLX	794147	300	KCLX	794201
172	KCLX	794051	215	KCLX	794102	258	KCLX	794148	301	KCLX	794202
173	KCLX	794052	216	KCLX	794104	259	KCLX	794149	302	KCLX	794203
174	KCLX	794053	217	KCLX	794105	260	KCLX	794150	303	KCLX	794204
175	KCLX	794054	218	KCLX	794106	261	KCLX	794151	304	KCLX	794205
176	KCLX	794056	219	KCLX	794107	262	KCLX	794152	305	KCLX	794206
177	KCLX	794057	220	KCLX	794108	263	KCLX	794153	306	KCLX	794207
178	KCLX	794058	221	KCLX	794109	264	KCLX	794154	307	KCLX	794208
179	KCLX	794059	222	KCLX	794110	265	KCLX	794155	308	KCLX	794209
180	KCLX	794060	223	KCLX	794111	266	KCLX	794156	309	KCLX	794210
181	KCLX	794061	224	KCLX	794112	267	KCLX	794157	310	KCLX	794211
182	KCLX	794062	225	KCLX	794113	268	KCLX	794158	311	KCLX	794212
183	KCLX	794063	226	KCLX	794114	269	KCLX	794161	312	KCLX	794213
184	KCLX	794065	227	KCLX	794115	270	KCLX	794162	313	KCLX	794214
185	KCLX	794066	228	KCLX	794116	271	KCLX	794163	314	KCLX	794216
186	KCLX	794067	229	KCLX	794117	272	KCLX	794165	315	KCLX	794217
187	KCLX	794068	230	KCLX	794118	273	KCLX	794166	316	KCLX	794218
188	KCLX	794069	231	KCLX	794119	274	KCLX	794168	317	KCLX	794219
189	KCLX	794071	232	KCLX	794120	275	KCLX	794169	318	KCLX	794220
190	KCLX	794072	233	KCLX	794121	276	KCLX	794170	319	KCLX	794221
191	KCLX	794073	234	KCLX	794122	277	KCLX	794171	320	KCLX	794222
192	KCLX	794075	235	KCLX	794123	278	KCLX	794172	321	KCLX	794223
193	KCLX	794077	236	KCLX	794124	279	KCLX	794173	322	KCLX	794224
194	KCLX	794079	237	KCLX	794125	280	KCLX	794175	323	KCLX	794225
195	KCLX	794080	238	KCLX	794126	281	KCLX	794178	324	KCLX	794226
196	KCLX	794081	239	KCLX	794127	282	KCLX	794179	325	KCLX	794227
197	KCLX	794082	240	KCLX	794128	283	KCLX	794180	326	KCLX	794228
198	KCLX	794083	241	KCLX	794129	284	KCLX	794181	327	KCLX	794229
199	KCLX	794084	242	KCLX	794130	285	KCLX	794182	328	KCLX	794230
329	KCLX	794231									

330 KCLX 794232
331 KCLX 794233
332 KCLX 794235
333 KCLX 794236
334 KCLX 794237
335 KCLX 794239
336 KCLX 794240
337 KCLX 794241
338 KCLX 794242
339 KCLX 794243
340 KCLX 794244
341 KCLX 794246
342 KCLX 794247
343 KCLX 794248
344 KCLX 794249
345 KCLX 794250
346 KCLX 794076

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: September 30, 2005



Robert W. Alvord