AGREEMENT SUBJECTING PROPERTY TO LIEN OF INDENTURE

THIS AGREEMENT, dated as of the 6th day of September, 1991, by and between UTILICORP UNITED INC., a Delaware corporation ("the Company"), and COMMERCE BANK OF KANSAS CITY, N.A., a national banking association ("the Trustee").

WHEREAS, the Company has heretofore executed and delivered to the Trustee a General Mortgage Indenture and Deed of Trust dated September 15, 1988 (the "Indenture"), to secure Mortgage Bonds issued by the Company pursuant to the Indenture, unlimited in aggregate principal amount except as therein otherwise provided;

WHEREAS, thereafter the Company and the Trustee entered into a First Supplemental Indenture dated as of October 15, 1988 (the "First Supplemental Indenture"), under which Indenture and First Supplemental Indenture the Series 1, 9-7/8% Due 1998 Mortgage Bonds have heretofore been issued;

WHEREAS, thereafter the Company and the Trustee entered into a Second Supplemental Indenture dated as of September 1, 1989 (the "Second Supplemental Indenture"), for the purpose of perfecting the Lien of the Indenture on the natural gas distribution and related utility properties acquired by the Company on May 26, 1989, by virtue of the mergers of Michigan Gas Utilities Company into Michigan Energy Resources Company ("MERC") and MERC into the Company, which properties are located in the counties of Allegan, Barry, Berrien, Branch, Calhoun, Hillsdale, Lenawee, Monroe, Muskegon, Ottawa, St. Joseph and Van Buren, Michigan;

WHEREAS, thereafter the Company and the Trustee entered into a Third Supplemental Indenture dated as of September 1, 1990 (the "Third Supplemental Indenture"), for the purpose of perfecting the Lien of the Indenture on the natural gas distribution and related utility properties acquired by the Company on January 2, 1990 from Cabot Corporation, which properties are located in the counties of Boone, Calhoun, Clay, Fayette, Gilmer, Jackson, Kanawha, McDowell, Nicholas, Putnam, Raleigh, Ritchie, Roane, Summers, Wirt, Wood and Wyoming, West Virginia;

WHEREAS, the Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture (collectively the "Supplemental Indentures"), have been recorded in the real property records of Delaware County, Iowa as set forth in Exhibit A, attached hereto and incorporated herein by this reference;

WHEREAS, the Company covenanted in Section 7.08 of the Indenture to execute and deliver such further instruments and to do such further acts as might be necessary or proper to carry out more effectually the purposes of the Indenture and to make subject to the Lien of the Indenture any property (other than Excepted Property) thereafter acquired and intended or required to be so subject;

WHEREAS, the Company has acquired the property legally described on Exhibit B, attached hereto and incorporated herein by this reference (the "Property"), and the parties hereto now desire to subject the Property to the Lien of Indenture as provided for in Section 7.08 of the Indenture; and

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar in lawful money

FILE No. 122-661
RECORDING FEE $ 25.00
TRANSFER FEE $
FILED FOR RECORD THE 10 DAY OF September, 19 91 AT 4:23 O'CLOCK P. M. BOOK 113 PAGE 316
STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
LM

of the United States of America paid to the Company by the Trustee at or before the execution and delivery of this Agreement, the receipt whereof is hereby acknowledged, and of other good and valuable consideration, it is agreed by and between the Company and the Trustee as follows:

1. The terms and provisions contained in the Indenture and the Supplemental Indentures are hereby incorporated herein by this reference as if fully set forth herein.

2. The Property is hereby declared to be subject to the Lien of the Indenture, and the Company does hereby grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustee and its successors in trust and to its assigns the Property, together with all the appurtenances thereto, subject, however, as to the properties, rights and interests in property severally embraced therein or affected thereby, to the 1946 Mortgage for so long as any 1946 Mortgage Bonds are outstanding, and to other Permissible Encumbrances.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

4. Terms that are defined in the Indenture and not otherwise defined herein are used herein as therein defined.

IN WITNESS WHEREOF, UTILICORP UNITED INC. has caused this Agreement to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by its Secretary or one of its Assistant Secretaries, and COMMERCE BANK OF KANSAS CITY, N.A., as Trustee as aforesaid, has caused the same to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by its Secretary or one of its Assistant Secretaries, as of the day and year first above written.

UTILICORP UNITED INC.

(Corporate Seal)

By: _____
Name: Harry L. Winn, Jr.
Title: Senior Vice President and Chief Financial Officer

_____
Name: Dale J. Wolf
Title: Secretary

COMMERCE BANK OF KANSAS CITY, N.A., as Trustee

(Corporate Seal)

By: _____
Name: William Ekey
Title: Vice President

_____
Name: JoAnne C. Snyder
Title: Assistant Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 6th day of September, 1991, before me appeared Harry L. Winn, Jr., to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President and Chief Financial Officer of UtiliCorp United Inc., a corporation described in and which executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said Harry L. Winn, Jr., acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Jennifer D. Turner
Notary Public

My Commission Expires:

JENNIFER D. TURNER
Notary Public, State of Missouri
Jackson County
My Commission Expires January 6, 1993

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 6th day of September, 1991, before me appeared William Ekey, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Commerce Bank of Kansas City, N.A., a national banking association described in and which executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the association seal of said national banking association, and that said instrument was signed and sealed on behalf of said national banking association by authority of its board of directors, and said William Ekey acknowledged said instrument to be the free act and deed of said national banking association.

(Notarial Seal)

C. Grein
Notary Public

My Commission Expires:

C. GREIN
NOTARY PUBLIC
NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
Notary Public, State of Missouri
Commissioned in Jackson County
My Commission Expires April 3, 1994

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EXHIBIT A

Delaware County, Iowa

	RECORDING DATA			
	Book	Page	Document No.	Date
General Mortgage and Deed of Trust dated September 15, 1988	107	2	209-946	10/27/88
First Supplemental Indenture dated as of October 15, 1988	107	1	209-945	10/27/88

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EXHIBIT B

The following described real estate located in Delaware County, Iowa, to wit:

The East two-thirds (E. 2/3) of Lot Eighty-Two, Manchester, Iowa.