

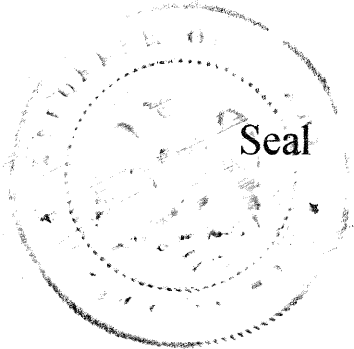
DOCUMENT CERTIFICATION

State of Missouri }

County of Cass }

I, Sandra A. Gregory, Recorder of Deeds within and for the County of Cass, in the State of Missouri, aforesaid, do hereby certify that this document is a full, true and complete copy of the instrument Recorded in my office in Harrisonville, Missouri and dated the 30th day of December, 2004 as instrument number 315398 In Book 2543 on page 272 as the same appears on file in my office.

In Testimony Whereof, I hereunto set my hand and affix the seal of said office at Harrisonville, Missouri, this 22nd day of September, A.D. 2005.



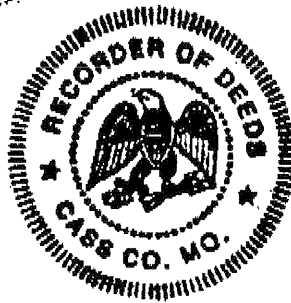
Sandra A. Gregory
Recorder of Deeds

By:
Deputy

Certified copy Fees: \$2.00 for certification page
\$1.00 for each additional page
\$1.00 for certification seal
Marriages: \$9.00 for each copy request



FILE NUMBER 315398
OR BK 02543 PG 0272
RECORDED 12/30/2004 02:20:19 PM
RECORDING FEE 39.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



A 8

39.00

ASSIGNMENT OF LEASE AGREEMENT

BETWEEN

CITY OF PECULAR, MISSOURI
As Lessor/Grantor

AND

AQUILA, INC.,
As Lessee/Grantee

DATED AS OF DECEMBER 30, 2004

Grantor Address: 600 Schug Avenue, Peculiar, MO 64078
Grantee Address: 20 West Ninth Street, Kansas City, MO 64105
Legal Description on Page A-1.

ASSIGNMENT OF LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, the **CITY OF PECULIAR, MISSOURI**, a fourth class city (the "City"), has heretofore entered into a Lease Agreement (the "Lease Agreement") by and between the City, as Lessor, and **AQUILA, INC.**, a Delaware corporation, as Lessee (the "Company"); and

WHEREAS, the Lease Agreement covers the real property and improvements described in **Exhibits A and B** attached hereto (the "Project"); and

WHEREAS, the Lease Agreement is for the term expiring on June 1, 2035; and

WHEREAS, the City has issued its Taxable Industrial Revenue Bonds (Aquila Project) Series 2004 (the "Bonds") payable from the rentals received from the Project, and said rentals received from the Project have been pledged for the payment of said Bonds; and

WHEREAS, Commerce Bank, N.A., a national banking association with its principal offices located in Kansas City, Missouri (the "Trustee") has been designated as Trustee pursuant to the terms of a Trust Indenture (the "Indenture"), by and between the City and the Trustee, and under which Indenture the Trustee is authorized and empowered to perform the duties of the City and to make disbursements as required thereunder and to perform, insofar as it legally can, all acts otherwise required of the City in connection with the Lease Agreement and the Indenture.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the City, by authority of its governing body, does hereby assign, transfer and set over unto the Trustee all of the right, title and interest of the City, evidencing the City's pledge of the Lease Agreement in accordance with, and subject to the limitations of, the granting clauses of the Indenture. This Assignment shall be and is for the benefit of owners of the Bonds as provided in the Indenture. This Assignment shall be null and void upon full payment of the Bonds in accordance with the Indenture.

This Assignment of Lease shall inure to the benefit of and may be reassigned by the Trustee to any successor trustee as provided in said Indenture.

IN WITNESS WHEREOF, the City of Peculiar, Missouri, has set its hand by its Mayor and attested by the City Clerk and the corporate seal of the City to be affixed hereto this 30 day of DECEMBER, 2004.

CITY OF PECULIAR, MISSOURI

[SEAL]

By: George G. Lewis
George Lewis, Mayor

Attest:

Nora Dodge
Nora Dodge, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

BE IT REMEMBERED that on this 28TH day of DECEMBER 2004, before me, a notary public in and for said county and state, came **GEORGE LEWIS**, Mayor of the City of Peculiar, Missouri, a fourth class city duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Missouri, and **NORA DODGE**, City Clerk of the City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

G. Joseph McLiney
Notary Public

My Appointment Expires: 7-13-05

Aquila, Inc.
Assignment of Lease

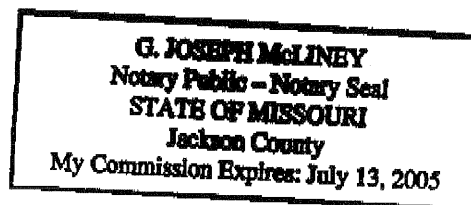


EXHIBIT A

PROJECT SITE

The real property located in Cass County, Missouri:

South Harper Property

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 45 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 45 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN, EXCEPT THAT PART DEEDED TO CITIES SERVICE GAS COMPANY BY DEED RECORDED IN BOOK 398, PAGE 518, RECORDED CASS COUNTY, MISSOURI AND EXCEPT EASEMENTS OF RECORD, ALL IN TOWNSHIP 45, RANGE 32 ALL IN CASS COUNTY, MISSOURI.

North Peculiar Property

PART OF A TRACT OF LAND DESCRIBED IN BOOK 689, PAGE 71 IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 45, RANGE 32, CASS COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 5, AFORESAID, RUN THENCE SOUTH 89°35'49" EAST ALONG THE NORTH LINE THEREOF, 400.00 FEET; THENCE SOUTH 17°21'24" EAST, 1189.30 FEET; THENCE NORTH 89°43'10" EAST, 570.00 FEET; THENCE SOUTH 0°14'25" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, 1320.00 FEET TO A POINT IN AN EXISTING FENCE LINE AS NOW LOCATED; THENCE SOUTH 89°43'10" WEST ALONG SAID EXISTING FENCE LINE, 1320.00 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE NORTH 0°14'25" WEST ALONG SAID WEST LINE, 2461.64 FEET TO THE POINT OF BEGINNING. CONTAINS 55.03 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT OF WAY OF EAST 203RD STREET AND SOUTH KNIGHT ROAD, AND SUBJECT TO ANY EXISTING EASEMENTS.

EXHIBIT B

PROJECT

The Project consists of electricity generation, transmission and distribution facilities described below.

A. South Harper Peaking Facility

The South Harper electric "peaking" facility will comprise the three gas-fired turbine units and associated transformers and breakers. Continuous emissions monitoring equipment will be integrated into each turbine unit, and natural gas fuel will be supplied through on-site infrastructure and a connecting interstate pipeline system. The power generation facility will be capable of producing 315 MWs of electric "peaking" power. A 161/69 kV substation will be located adjacent to the peaking facility for transmission purposes.

B. Peculiar 345 kV Substation

The Peculiar 345/161 kV transmission substation, which will be located five miles north of the South Harper peaking facility, will comprise a 345/161 KV transformer, breakers, and associated electrical transmission equipment. The substation will provide the interconnection between the existing 345 kV system and a 161 kV system.


In connection with the ownership of the Project, the City will own (a) the real estate comprising the Project Site and all buildings, structures, improvements and fixtures attached thereto, (b) all additions, modifications and improvements made to the real property described in clause (a) above or otherwise resulting from, or acquired in connection with, the constructing, equipping or improving of the Project, to the extent financed by Bond proceeds, (c) the Project Equipment, and (d) all replacements and substitutions related to the Project Equipment and all additional personal property acquired in connection with the constructing or equipping of the Project, to the extent financed by Bond proceeds.

ACKNOWLEDGMENT AND ACCEPTANCE OF TRUSTEE

I, the undersigned, a duly authorized, qualified and acting officer of Commerce Bank, N.A., a national banking association, as Trustee, hereby acknowledge and accept, as assignee, the above and foregoing Assignment of Lease Agreement by the City of Pcculiar, Missouri (the "City"), of all of the right, title and interest of the City, as lessor, to the extent provided for in and to a certain Lease Agreement by and between the City, as lessor, and Aquila, Inc., as lessee, and the Trust Indenture by and between the City and the Trustee related to the Bonds.

IN WITNESS WHEREOF, Commerce Bank, N.A., as Trustee, has caused this Acknowledgment and Acceptance of Trustee to be executed by its duly authorized officer this 30 day of DECEMBER, 2004.

COMMERCE BANK, N.A., as Trustee

By: 
Name: _____
Title: **WILLIAM EKEY**
SENIOR VICE PRESIDENT