

EXHIBIT A

MANAGEMENT AGREEMENT

This Agreement is entered onto as of, although not necessarily on, June 1, 1999.

OWNER: Briarcliff West Realty Company
ADDRESS: 4100 North Mulberry Drive, Kansas City, Missouri
MANAGER: The Winbury Group of K.C., Inc.
ADDRESS: 4520 Main, Suite 1000
Kansas City, MO 64111

WITNESSETH:

A. Owner is lawfully in possession and control, as Owner or otherwise of the office project known as Briarcliff One (herein called the "Project"), located on the real property described on Exhibit "A" attached hereto and incorporated herein for all purposes.

B. Owner desires to employ Manager to operate and manage the Project, as exclusive managing agent, and Manager desires to accept such employment, all subject to the following terms and conditions:

ARTICLE I

PROPERTY MANAGEMENT SERVICES

1.1. Exclusive Agency. Owner hereby designates Manager as exclusive managing agent for the Project, and all obligation or expenses incurred hereunder by Manager shall be for the account of, on behalf of, and at the expense of Owner, except as otherwise specifically provided herein.

1.2. Intentionally Left Blank

1.3. Management Personnel. Manager shall hire, pay and supervise, as employees of Manager, or as independent contractors, all persons which it deems necessary for the maintenance and operation of the Project. Such personnel shall be deemed employees of the Manager, or independent contractors, and Owner shall have no right to supervise or direct such employees. Except as otherwise provided herein, all reasonable salaries, wages and other compensation of personnel employed by Manager hereunder, including fringe benefits, shall be deemed to be expenses of Manager which are to be reimbursed promptly by Owner hereunder. Manager and Owner understand and agree that Manager's relationship to Owner is that of independent contractor, and that neither will represent to anyone that Manager's relationship to Owner is other than that of independent contractor.

1.4. Property Maintenance. Subject to Owner's approval of the necessary budget expenditures, Manager shall cause the Project to be maintained in such condition as competitive projects are maintained in that locality and/or overall maintain a quality property with such maintenance to include, without limitation, interior and exterior cleaning, painting, and repairs. Normal expenses outside the approved operating budget, i.e., capital improvements, capital expenditures, etc., will be limited to an amount agreed upon by both the Owner and Manager and shall be made only with prior written approval of Owner; provided that Manager may make unbudgeted maintenance expenditures not exceeding \$2,000.00 per expenditure, without such approval. Emergency repairs immediately necessary for the preservation or safety of the tenants of the Project, or to protect personal property from damage within the Project, or required to avoid Owner's exposure to criminal liability, may be made by Manager without prior approval of the Owner.

1.5. Compliance with Applicable Law. Manager shall use its best efforts to assure that the Project and its operation comply with all applicable laws, orders or regulations of Federal, State, or local authorities, subject to the same limitation on expenditure contained in Paragraph 1.4 hereof. Each party shall notify the other in writing of any demand, order, or proceeding by any authority affecting the Project or its operations within twenty-four (24) hours of the receipt of notice thereof.

So long as failure to comply promptly therewith does not expose Manager to criminal liability, Owner may stay Manager's remedial action by promptly instituting legal process contesting any such demand, order or proceeding. Manager is authorized to prepare, execute and file all applications, forms and reports required at any time by any authority. Manager may enter appearance in any legal proceeding on its own behalf at any time, and on behalf of Owner upon express written authorization therefor.

1.6. Property Management. Manager shall enter into or renew contracts in the name of the Owner for electricity, gas, steam, telephone, water, cleaning, fuel, oil, elevator maintenance, pest control, garbage removal, and other services in the ordinary course of business. Manager shall also purchase all supplies and equipment which Manager shall deem necessary to maintain and operate the Project. In entering into any contracts herein contemplated, Manager shall use its best efforts to include as a term thereof, the right to terminate by Owner upon thirty (30) days prior written notice.

1.7. Rent Collection. Manager shall establish efficient collection procedures and maintain expedient collection practices, in collecting rent, escalations, and all other miscellaneous charges due from tenants and users of space or facilities in the Project, in the ordinary course of business. Owner authorizes Manager to request, demand, collect, receive and receipt for all such rent and other charges and to institute legal proceedings for the collection thereof and for the dispossession of tenants and others from the Project, and to engage counsel for any such matter.

ARTICLE II

FINANCIAL MANAGEMENT SERVICES

2.1. Records and Reports.

A. Operating Budget. Annually, an operating budget shall be submitted by Manager to Owner thirty (30) days prior to the commencement of each subsequent calendar year for which this Agreement is in effect. Submission of such budget shall be without warranty of its accuracy or attainability. Manager shall have authority, by virtue of Owner's approval of each budget, to make the expenditures therein set forth. In addition, Manager may exceed such budget by up to ten percent (10%) of any line item, and up to five percent (5%) of the budget as a whole.

B. Accounting Records. Manager shall maintain records permitting compilation of the reports to be prepared by Manager hereunder utilizing the cash method of accounting, and shall preserve the same for at least five (5) years after the close of the calendar year to which they relate. Owner's Representative and others designated by him shall at all times have access to such records, and to all other material on file pertaining to the Project and its operation. Upon expiration or earlier termination of this Agreement, Manager shall deliver such records to Owner.

C. Monthly Reports. On or before the tenth (10th) day of each month, Manager shall render to Owner a statement of cash flow for the Project, at an appropriate level of detail, for the preceding calendar month.

2.2. Disbursements by Manager. Manager shall, out of such funds as Manager may from time to time hold for the account of the Owner, pay, when due and prior to delinquency, in the following order of priority:

(A) Amounts due and payable by Owner under the terms of this Agreement.

(B) Unless paid by the mortgagee(s) pursuant to a reserve or escrow of tax and insurance under the mortgage loan(s) covering the Project (if any), all taxes, insurance, and similar items, including especially those items required to be paid under the terms of any such mortgage.

If Owner's funds held by Manager shall not be sufficient for said payments, Manager shall promptly notify Owner's Representative of such cash flow deficit. In such cases Manager may, but shall not be obligated to, advance funds on behalf of Owner, and if such funds shall be advanced, they shall bear interest thereafter at the highest lawful rate. All amounts due and payable by Owner under the terms of this Agreement, including all obligations incurred by Manager on behalf of Owner, shall be secured by a security interest in all of Owner's funds in Manager's possession, which security interest is hereby granted.

2.3. Operating Account. All funds collected by Manager for the account of Owner shall be deposited in the operating account or accounts at a bank specified by Owner. Such account(s) shall be the property of Owner, subject to the express rights of Manager provided herein. Funds may be withdrawn by Manager, in furtherance of this Agreement, without joinder of Owner, and the bank need not look to the application of said withdrawals. Owner may draw on such account(s) only (i) when joined by Manager, or (ii) upon furnishing the bank evidence that two (2) business days written notice of an alleged default under this Agreement has been given by Owner to Manager by registered mail. All monies collected from tenants to secure performance of the lease shall be deemed to be funds of Owner and shall also be deposited in such account(s), subject to the right of Manager to apply such funds at the termination of said leases in accordance with the terms thereof, as determined in good faith by Manager. Manager shall account to Owner for all rents actually collected by Manager from operation of the Project.

Owner shall, during the term of this Agreement, deposit or cause to be deposited in the operating account sufficient funds to provide working capital, in conformance with the cash flow projections contained in the annual budget prepared by Manager.

2.4. Positive Cash Flow Disbursements. Manager shall pay to Owner, out of the operating fund, any amount requested by Owner, as long as such amount does not exceed the balance in the operating fund.

2.5. Surety Bond. Manager shall, throughout the term of the Agreement, as an expense of the Project, maintain in effect a fidelity bond in such amount as Owner from time to time reasonably requires, on each of Manager's employees who handle revenues or other funds of the Project, to secure Manager's faithful performance of its obligation hereunder.

ARTICLE III

MANAGER'S COMPENSATION

3.1. Intentionally Left Blank

3.2. Expense Reimbursement. Owner shall reimburse Manager for all direct expenses incurred by Manager in its management of the Project. Direct expenses shall include, without limitation, all expenses incurred at the Project including expenses as specified in Paragraph 3.2(B). It shall not include expenses incurred by Manager at its general offices. Notwithstanding the foregoing, the following shall also be considered direct expenses:

(A) An allocable portion of all roving maintenance, including the cost of all personnel related thereto.

(B) An allocable portion of the cost (including salaries and payroll expenses) of centralized maintenance management, i.e., dispatch, telephone and telephone answering, specialists, office supplies, specialized equipment, etc., the purpose of which is to provide high quality maintenance at a competitive cost for the Project and/or other properties owned or managed by Manager or by affiliates of the Manager.

Allocable cost as used herein shall mean an equitable allocation of the relevant costs among the various projects managed by Manager and/or an affiliate of Manager, in proportion to the cost of Manager providing such service or the benefits expected therefrom. Details of such allocation, and the basis on which made, shall be furnished to Owner on request.

3.3. Management fee. Owner shall pay Manager a management fee for services rendered hereunder computed as follows:

(A) For all services, two and one half percent (2.5%) of the gross collections made by the Manager from the Project, as rents or other charges for use or occupancy of space or facilities, including without limitation base rentals, percentage rentals, rental escalations and adjustments, furniture rentals, parking charges, forfeited amounts collected as security, late charges, income from coin-operated machines, and all other miscellaneous income collected at or generated by the Project; but not including other receipts, such as interest, insurance proceeds (other than proceeds from rental interruption insurance), tax refunds, eminent domain awards, and dividends on insurance policies.

ARTICLE IV

TERM

4.1. This Agreement shall commence as of the date hereof and shall continue thereafter until May 31, 2001, unless sooner terminated according to the terms hereof.

4.2. This Agreement shall terminate: (a) upon the expiration of the term hereof, as provided above, or earlier, at Owner's option, upon the sale or other permanent disposition of the Project; (b) upon either party's default hereunder provided the defaulting party does not cure such default within thirty (30) days of having received written notice from the other of such default; provided, however, if such breach cannot reasonably be cured within said thirty (30) day period and if reasonable efforts to cure said breach are commenced within said thirty (30) day period and are pursued with due diligence to conclusion, then there shall be no right to terminate this Agreement hereunder, unless the default is not cured within a reasonable time; (c) if a receiver, liquidator or trustee shall be appointed for either party by court order; or a bona fide petition shall be filed against either party under any bankruptcy, reorganization or insolvency law (which petition is not discharged within sixty (60) days following the filing thereof); or either party shall file a petition in voluntary bankruptcy or shall request reorganization or insolvency laws; or if either party shall make an assignment for the benefit of creditors, then upon the other party's delivering written notice of termination. Termination of this Agreement under any of the foregoing provisions shall not release either party from any accrued liability for failure to perform any of the duties or obligations of such party prior to the date of such termination.

Upon such termination, Manager and Owner shall account to each other regarding matters outstanding as of the date of termination, and Manager shall forthwith: (i) surrender and deliver up to Owner the Project and (after the payment to Manager of any amounts owed by Owner to Manager under this Agreement) all rents and income of the Project on hand in the bank account which are the monies to Owner; (ii) deliver to Owner as received (after the payment to Manager of any amounts owed by Owner to Manager under this Agreement) any monies due Owner under this Agreement but received after such termination; (iii) deliver to Owner all materials and supplies, keys, contracts and documents, and such other accountings, paper and records pertaining to this Agreement as Owner shall reasonably request; and (iv) assign such existing contracts relating to the operation and maintenance of the Project as Owner shall require (which by their terms are assignable), provided that Owner shall assume all liability thereunder. Within forty-five (45) days after any such termination, Manager shall deliver to Owner a cash flow report required by Paragraph 2.1(c) for any period subsequent to the period covered by the most recent report delivered immediately prior to such termination, and within ninety (90) days after any such termination, Manager shall deliver to Owner, the profit and loss statement for the fiscal year or portion thereof ending on the date of termination, and a balance sheet for the Project as of the date of termination.

ARTICLE V

MISCELLANEOUS

5.1. Owner's Representative. Owner shall designate one (1) person to serve as Owner's Representative in all dealings with Manager hereunder. Whenever the approval or consent or other action of Owner is called for hereunder, such approval, consent or action shall be binding on Owner if specified in writing and executed by Owner's Representative. The original Owner's Representative may be changed at the discretion of Owner, at any time, by writing delivered to Manager.

5.2. Notices. All notices required or permitted by this Agreement shall be in writing and shall be sent by registered or certified mail, addressed to Owner's Representative at Briarcliff West Realty Company, 1331 N.W. Vivion Road, Kansas City, MO 64118 or to such other address as shall, from time to time, have been designated by written notice by either party given to the other party as herein provided.

5.3. Indemnification. Manager agrees to exercise its best efforts to perform its obligations hereunder. However, Manager, its directors, officers, and employees shall not be liable to Owner or to any other person for any act or omission, negligent, tortious or otherwise, of any agent or employee of Manager in the performance of this Agreement, and Owner hereby agrees to indemnify and hold harmless Manager, its directors, offices, and employees from and against any liability, loss, damage, cost or expense (including reasonable attorney's fees) by reason of any such act or omission, except that this provision shall not apply in the case of willful misconduct, fraud or gross negligence of Manager. Nothing contained in this Paragraph 5.3 shall be deemed to create any rights in any persons or entities not parties to this Agreement.

5.4. Miscellaneous.

A. This agreement shall constitute the entire agreement between the parties hereto and no modification thereof shall be effective unless made by supplemental agreement in writing executed by the parties hereto.

B. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership of joint venture between the Owner, its successors or assigns, on the one part, and Manager, its successors or assigns, on the other part.

C. Neither this Agreement nor any part thereof nor any service, relationship, or other matter alluded to herein shall inure to the benefit of any third party, to any trustee in bankruptcy, to any assignee for the benefit of creditors, to any receiver by reason of insolvency, to any other fiduciary or officer representing a bankrupt or insolvent estate of either party, or to the creditors or claimants in such an estate.

D. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

E. Unless the context clearly requires otherwise, the singular number herein shall include the plural, plural number shall include the singular, and any gender shall include all genders. Titles and captions herein shall not affect the construction of this Agreement.

F. Manager agrees, at the written request of Owner, to collect, assemble and provide information regarding the operation, income, expenses, condition and leases of the Project to prospective purchasers identified in writing by Owner and to render such other assistance as may be reasonably necessary to facilitate the sale of the Project. In consideration of such services, Owner shall pay to Manager a reasonable fee as Owner and Manager may agree. In addition, Owner shall reimburse Manager's out-of-pocket expenses incurred in connection with services rendered by Manager under this Paragraph F.

5.5. Insurance.

A. Owner shall cause to be effected insurance in such amounts and cover such risks as shall be reasonably required to protect the interests of Owner and Manager. Owner agrees that Manager shall not be responsible for obtaining such insurance but will provide bids for Owner, and Owner shall be responsible for deciding on coverage. All general public liability and other liability policies carried by or for Owner shall name Owner as the insured and Manager as additional insured. All property insurance shall contain a waiver of subrogation by the insurer in favor of Manager, and no claim against Manager may be assigned to any such insurer. Manager agrees to make a timely written report to the insurance carrier concerning all accidents, claims for damage relating to the ownership, operation and maintenance of the Project. In the event that Manager, in its sole discretion, shall determine that the coverage procured by Owner shall be insufficient to adequately protect the interests of Manager, then and in that event, Manager shall have the right (but not the duty) to purchase additional coverage at its own expense.

B. Owner hereby indemnifies and holds Manager harmless against:

- (i) Any claim, cause of action, litigation or proceeding, whether currently pending or not, arising due to the acts of any party whatsoever (relating to the Project) prior to the date hereof;
- (ii) Any claim, loss, cause of action, cost and/or expense arising due to Manager's non-negligent actions within the scope of its authority hereunder, or at Owner's instructions.

C. Manager hereby indemnifies Owner against any loss claim, cause of action, cost and/or expense incurred in respect of a claim by a third party arising due to Manager's gross negligence or willful misconduct.

D. The above set forth indemnification shall not extend to any matter to the extent covered by insurance maintained hereunder, and shall include reasonable attorney's fees incurred in connection with any such claim.

Executed to be effective as of the date first above written.

OWNER:

Briarcliff West Realty Company

By: 

Its: Chairman of The Board

MANAGER:

The Winbury Group of K.C., Inc.

By: 

Ted A. Murray

Its: President

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

LEGAL DESCRIPTION

A tract of land in the fractional Southwest Quarter of Section 3, Township 50, Range 33, Kansas City, Clay County, Missouri, being described as follows: Commencing at the Southwest corner of said fractional Southwest Quarter; thence North $00^{\circ}52'34''$ East, along the West line of said fractional Southwest Quarter, 342.72 feet; thence South $65^{\circ}06'56''$ East, parallel with and 180.00 feet from the Centerline of Old U.S. Highway No. 71, 455.24 feet to the True Point of Beginning of the tract to be herein described; thence North $21^{\circ}43'30''$ East, 197.73 feet; thence North $03^{\circ}11'56''$ West, 321.94 feet; thence Northeasterly, along a curve to the left, having an initial tangent bearing of North $70^{\circ}05'50''$ East, a radius of 475.00 feet, an arc distance of 143.98 feet; thence North $52^{\circ}43'49''$ East, 69.82 feet; thence Southeasterly, along a curve to the left, having an initial tangent bearing of South $41^{\circ}01'54''$ East, a radius of 381.00 feet, an arc distance of 174.65 feet; thence South $67^{\circ}17'46''$ East, 80.22 feet; thence Southeasterly, along a curve to the right tangent to the last described course, having a radius of 388.00 feet, an arc distance of 231.43 feet; thence South $33^{\circ}07'14''$ East, 135.49 feet; thence Southeasterly, along a curve to the left tangent to the last described course, having a radius of 458.00 feet, an arc distance of 67.08 feet; thence Southerly, along a curve to the right, having a common tangent with the last described course, having a radius of 15.00 feet, an arc distance of 7.84 feet; thence Southwesterly, along a curve to the left, having an initial tangent bearing of South $41^{\circ}47'29''$ West, a radius of 1464.39 feet, an arc distance of 174.45 feet; thence South $56^{\circ}35'08''$ West, 343.85 feet to the True Point of Beginning. Containing 8.20 acres, more or less.

EXHIBIT B



State of Missouri
Rebecca McDowell Cook, Secretary of State
P.O. Box 778, Jefferson City, Mo. 65102
Corporation Division

Articles of Merger

(Section 351.447, RSMo)
(To be submitted in duplicate)

RECEIVED

JUN 28 1999

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned corporations certify the following:

Rebecca McDowell Cook
SECRETARY OF STATE

- (1) That Briarcliff West Realty Co. of Missouri
(Name of Corporation) (Parent State)
- (2) That Briarcliff Development Company of Missouri
(Name of Corporation) (Parent State)
- (3) That _____ of _____
(Name of Corporation) (Parent State)

are hereby merged and that the above named Briarcliff Development Company
is the surviving corporation. (Name of Corporation)

- (4) That the Board of Directors of Briarcliff Development Company
written unanimous consent (Name of Corporation)
met on and by resolution adopted by a majority vote of the members of such board approved the Plan of Merger set forth in these articles, on the 24th day of June, 1999.

- (5) That the Board of Directors of _____
(Name of Corporation)
met on _____ and by resolution adopted by a majority vote of the members of such board approved the Plan of Merger set forth in these articles.

- (6) That the Board of Directors of _____
(Name of Corporation)
met on _____ and by resolution adopted by a majority vote of the members of such board approved the Plan of Merger set forth in these articles.

- (7) That this Plan of Merger has been adopted pursuant to Section 351.447, RSMo.

- (8) That the resolution of the Board of Directors of the parent corporation, Briarcliff Development Company, approving the Plan of Merger is as follows:

See Exhibit A

- (9) That the parent corporation, Briarcliff Development Company
is in compliance with the 90 percent ownership requirement of Section 351.447, RSMo, and will maintain at least 90 percent ownership of each of the other corporations, party to the merger, until the certificate of Merger by the Secretary of State of the State of Missouri.

FILED AND CERTIFICATE
ISSUED

(10) PLAN OF MERGER

JUN 28 1999

1. Briarcliff Development Company of Missouri
is the survivor.

Rebecca McDowell Cook
SECRETARY OF STATE

2. All of the property, rights, privileges, leases and patents of the Briarcliff West Realty Co. ~~Corporation and~~
~~Corporation~~
are to be transferred to and become the property of Briarcliff Development Company
the survivor. The officers and board of directors of
the above named corporations are authorized to execute all deeds, assignments, and documents of every nature
which may be needed to effectuate a full and complete transfer of ownership.
3. The officers and board of directors of Briarcliff Development Company
shall continue in office until their successors are duly elected and qualified under the provisions of the by-
laws of the surviving corporation.
4. (To be completed if the parent corporation does not own all of the outstanding shares of each of the subsidiary
corporations party to the merger.)
The consideration paid by the surviving corporation upon surrender of each share of the subsidiary
corporation(s) which is not owned by the parent corporation is as follows:
N/A
5. (To be completed if the parent corporation is not the surviving corporation.) N/A
a. The outstanding shares of _____
parent corporation, shall be exchanged for shares of _____
_____, surviving corporation on the following basis:
- b. The proposed merger has been approved by receiving the affirmative vote of at least two-thirds of the outstanding
shares of _____,
parent corporation, entitled to vote thereon at a meeting thereof duly called and held on _____
at _____.
6. It is agreed that, upon and after the issuance of a certificate of merger by the Secretary of State of the State
of Missouri:
- a. The surviving corporation may be served with process in the State of Missouri in any proceeding for the
enforcement of any obligation of any corporation organized under the laws of the State of Missouri which
is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder
of any such corporation organized under the laws of the State of Missouri against the surviving corporation;
- b. The Secretary of State of the State of Missouri shall be and hereby is irrevocably appointed as the agent
of the surviving corporation to accept service of process in any such proceeding; the address to which the
service of process in any such proceeding shall be mailed is 1331 N.W. Vivion Rd.,
Kansas City, MO 64118;
- c. The surviving corporation will promptly pay to the dissenting shareholders of any corporation organized
under the laws of the State of Missouri which is a party to the merger the amount, if any, to which they
shall be entitled under the provisions of "The General and Business Corporation Law of Missouri" with
respect to the rights of dissenting shareholders.
7. The articles of incorporation of the survivor ~~are~~ are not amended as follows:

IN WITNESS WHEREOF, these Articles of Merger have been executed in duplicate by the aforementioned corporations as of the day and year hereafter acknowledged.

Corporate Seal

ATTEST:

By

Ann A. Erdmann
Its Secretary or Assistant Secretary
Ann A. Erdmann

Corporate Seal

ATTEST:

By

Ann A. Erdmann
Its Secretary or Assistant Secretary
Ann A. Erdmann

Corporate Seal

ATTEST:

By

Its Secretary or Assistant Secretary

State of Missouri

County of Clay } ss.

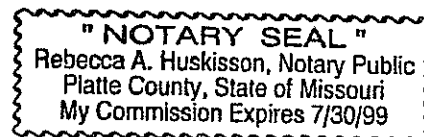
On this 25 day of June in the year 19 99, before me
Rebecca A. Huskisson, Notary Public in and for said state, personally
appeared Charles A. Garney, President
(Name) (Title)

Briarcliff West Realty Co. known to me to be the person who executed the within Articles
(Name of Corporation)
of Merger in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein
stated.

(Notarial Seal)

Rebecca A. Huskisson
Notary Public

My commission expires _____



Briarcliff West Realty Co.

(Name of Corporation)

By

Charles A. Garney, President
(Its President or Vice President)

Briarcliff Development Company

(Name of Corporation)

By

Charles A. Garney, President
(Its President or Vice President)

(Name of Corporation)

By

(Its President or Vice President)

State of Missouri
County of Platte } ss.

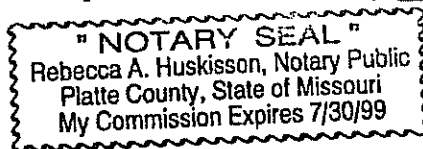
On this 25 day of June in the year 19 99, before me
Rebecca A Huskisson, Notary Public in and for said state, personally
appeared Charles A. Garney, President
(Name) (Title)

Briarcliff Development Company known to me to be the person who executed the within Articles
(Name of Corporation)
of Merger in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein
stated.

(Notarial Seal)

Rebecca A Huskisson
Notary Public

My commission expires _____



State of _____
County of _____ } ss.

On this _____ day of _____ in the year 19 _____, before me
_____, Notary Public in and for said state, personally
appeared _____,
(Name) (Title)

_____ known to me to be the person who executed the within Articles
(Name of Corporation)
of Merger in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein
stated.

(Notarial Seal)

Notary Public

My commission expires _____

**EXHIBIT A
TO ARTICLES OF MERGER**

**Resolutions of the Board of Directors of
Briarcliff Development Company (the "Corporation")**

"WHEREAS, Briarcliff West Realty Co., a Missouri Corporation ("Realty") is a wholly owned subsidiary of the "Corporation"; and

WHEREAS, the Directors of the Corporation deem it advisable to merge Realty with and into the Corporation.

NOW THEREFORE BE IT RESOLVED, that the Corporation enter into an Agreement and Plan of Merger by and between the Corporation and Realty, in the form attached hereto as Exhibit A (the "Agreement"), and

RESOLVED FURTHER that the proper officers of the Corporation are hereby authorized and directed to execute i) the Agreement, (ii) the Articles of Merger to be filed with the Missouri Secretary of State, and (iii) any and all other documents and take such further acts deemed necessary in their discretion in order to effectuate the merger."

EXHIBIT A
TO RESOLUTIONS OF BRIARCLIFF DEVELOPMENT COMPANY

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER MADE AND ENTERED INTO as of the ____ day of June, 1999, by and between Briarcliff West Realty Co., a Missouri corporation ("Realty") and Briarcliff Development Company, a Missouri corporation ("Development"), said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations".

- a. Realty is a wholly owned subsidiary of Development.
- b. The respective Board of Directors of each of the Constituent Corporations have approved this Agreement and Plan of Merger to merge Realty with and into Development upon the terms and subject to the conditions hereinafter provided.

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants and agreements hereinafter set forth, the undersigned corporations do hereby agree, and the Plan of Merger is as follows:

1. Development of Missouri is the survivor.
2. All of the property, rights, privileges, leases and patents of Realty are to be transferred and become the property of Development, the survivor. The Officers and Board of Directors of the above-named corporations are authorized to execute all deeds, assignments, and documents of every nature which may be needed to effectuate a full and complete transfer of ownership.
3. The Officers and Board of Directors of Development shall continue in office until their successors are duly elected and qualified under the provisions of the bylaws of the surviving corporation.
4. Upon the filing of the Articles of Merger with the Missouri Secretary of State, each share of common stock of Realty, issued and outstanding, all of which are owned by Development, by virtue of the merger and without any further action, shall automatically be canceled and extinguished.
5. It is agreed that, upon and after the issuance of a Certificate of Merger by the Secretary of State of the State of Missouri:
 - a. The surviving corporation may be served with process in the State of Missouri in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Missouri which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Missouri against the surviving corporation;

b. The Secretary of the State of the State of Missouri shall be and hereby is irrevocably appointed as the agent of the surviving corporation to accept service of process in any such proceeding; the address to which the service of process in any such proceeding should be mailed is 1331 N.W. Vivion Rd., Kansas City, MO 64118;

c. The surviving corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Missouri which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of "The General and Business Corporation Law of Missouri" with respect to the rights of the dissenting shareholders.

6. The Articles of Incorporation of the surviving corporation are not amended.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their respective officers thereunto duly authorized as of this ____ day of June, 1999.

BRIARCLIFF WEST REALTY CO.

By: _____
Charles A. Garney, President

ATTEST:

By: _____
Ann A. Erdmann, Secretary

BRIARCLIFF DEVELOPMENT COMPANY

By: _____
Charles A. Garney, President

ATTEST:

By: _____
Ann A. Erdmann, Secretary

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF MERGER
MISSOURI CORPORATION SURVIVING

WHEREAS, Articles of Merger of the following corporations:
BRIARCLIFF WEST REALTY CO. (#00343652)

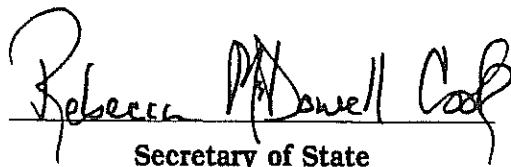
INTO:

BRIARCLIFF DEVELOPMENT COMPANY (#00397884)
Organized and Existing Under Law of Missouri
have been received, found to conform to law, and filed.

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, Secretary of State of Missouri, issue this Certificate of Merger, certifying that the merger of the aforementioned corporations is effected with

BRIARCLIFF DEVELOPMENT COMPANY (#00397884)
as the surviving corporation.

IN TESTIMONY WHEREOF, I HAVE SET MY
HAND AND IMPRINTED THE GREAT SEAL OF
THE STATE OF MISSOURI, ON THIS, THE
28th Day of June, 1999.


Secretary of State



\$30.00

EXHIBIT C

For billing and service information : 816-221-2323
 or toll-free : 1-800-585-4248
 For emergencies or lights out : 1-888-544-4852 (1-888-LIGHT-KC)

Customer Name : WINBURY REALTY
 Service Address : 4100 N MULBERRY DR
 Account Number : 7200-81-9915

Due upon receipt : \$ 3,902.15

Page 1 of 2
 Billing Date: 04/23/2009

Message Board

Summer rates begin May 18. Just a reminder that the price you pay for electricity is slightly higher during the four-month season ahead. The annual difference corresponds with KCP&L's tariffs on file with the Commission.

It pays to be energy efficient. KCP&L's Custom Rebate Program rewards commercial and industrial customers who implement pre-approved energy-saving measures. For more details, call 1-800-585-4248 or visit www.kcpl.com/business/rebates.

Energy efficiency is within your reach. Building Operator Certification is a development program for maintenance and building staff on energy and resource efficient building operation. Course completion may qualify individuals for a partial tuition rebate. Registration for Level I and II training is now open at www.kcpl.com/business/boe.html.

Account Summary

for service from 03/19/2009 to 04/20/2009

Previously Billed	- \$ 3,297.02
Current Charges (details on back) 4100 N MULBERRY DR	7,189.17
Due upon receipt	\$ 3,902.15
Late charge if received after May 7, 2009	46.58
Amount due with late charge	\$ 3,947.73

Please retain this portion with your payment. Thank you.

Customer Name : WINBURY REALTY
 Service Address : 4100 N MULBERRY DR
 Account Number : 7200-81-9915
 Billing Date : 04/23/2009

Due upon receipt : \$ 3,902.15
 Payment must be received by : May 7, 2009

Amount Enclosed : \$ _____



CHECK HERE
 to indicate address or phone
 changes on back of stub

#BXNWPP
 #50403739405B4231#
 WINBURY REALTY
 4520 MAIN ST, STE 1000
 KANSAS CITY MO 64111-7700

Please return payment to:
 KCP&L
 PO BOX 219330
 KANSAS CITY MO 64121-9330

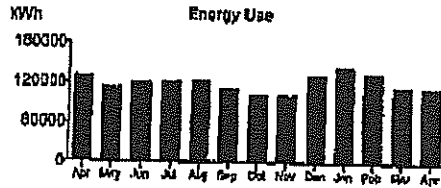
0007200819915000390215000455805070908

Customer Name : WINBURY REALTY
 Service Address : 4100 N MULBERRY DR
 Account Number : 7200-81-9918

Page 2 of 2
 Billing Date: 04/28/2008

4100 N MULBERRY DR

Large General All Electric - 1LGAE



Comparative Usage Information				
Period	kWh	Days	kWh / day	Total \$ / day
Current	111,000	32	3468.8	\$ 224.68
Previous	114,000	28	4071.4	\$ 260.09
Last year	129,800	30	4326.7	\$ 280.63

Billing Details - service from 03/19/2009 to 04/20/2009

Energy Charge	\$ 4,385.31
Demand Charge @ 330 kW	895.31
Customer Charge	74.02
Facilities Charge @ 429 kW	907.76
subtotal:	\$ 6,062.40
Kansas City franchise fee:	673.80
Missouri state sales tax:	256.14
Clay county sales tax:	53.05
Kansas City sales tax:	143.98
Current Charges:	\$ 7,189.17

Meter	Start Read Date	End Read Date	Days	End Read	(-)	Start Read	(=)	Read Difference	(x)	Meter Multiplier	(*)	Actual kWh Used	Actual kW Demand
02704577	3/19	4/20	32	59793		59420		373		300		111900	230.0

Contact Information Change Form

Account Number: 7200-81-9918

A current telephone listing on file simplifies outage and emergency reporting.

Your service address is identified by the following telephone number:

** No phone on file

Change to: () _____

Mailing Address changes only. For service address changes call 816-221-2323 or toll-free 1-800-585-4248.

Address Line 1: _____

Address Line 2: _____

Address Line 3: _____

City: _____ State: _____ ZIP: _____ e-mail address (optional): _____

Please print changes in blue or black ink and don't forget to mark the box on the front.

EXHIBIT D

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
595	BRIARCLIFF I	7020-001	BR1	4/23/2009		ACCT 7200-81-9915	3,902.15	0.00	3,902.15

Payor: THE WINBURY GROUP OF KANSAS CITY
 Payee: KANSAS CITY POWER & LIGHT
 Date: 4/28/2009
 Check No: 223569
 Check Amount: 3,902.15

SAFEGUARD: Please keep this document for your records.

THE WINBURY GROUP OF KANSAS CITY
 DISBURSEMENT ACCOUNT
 4520 MAIN, SUITE 1000
 KANSAS CITY, MO 64111

COMMERCE BANK, N.A.
 KANSAS CITY, MO 64106

18-1
1010

Date: 4/28/2009
 Check No: 223569
 Check Amount: 3,902.15

Three Thousand Nine Hundred Two AND 15/100 Dollars

Pay to the order of:

VOID IF NOT CASHED WITHIN 180 DAYS WITHIN DATE OF ISSUE

KANSAS CITY POWER & LIGHT

P.O. BOX 219330
 KANSAS CITY, MO 64121-9330

[Handwritten Signature]

SAFEGUARD SECURE

⑈00223569⑈ ⑆101000019⑆ 000002418⑈

EXHIBIT E-1

CRAR
APR/26/1999
6083029001

REBECCA McDOWELL COOK, Secretary Of State
1999 ANNUAL REGISTRATION REPORT
(Business)

CHECK #: 40377
AMOUNT: 45.00

Y MG

THIS REPORT IS DUE BY: 04/15/99

NOTE: TO CHANGE REGISTERED AGENT OR OFFICE
SHOWN DIRECTLY BELOW, REQUEST FORM #59
FROM THE SECRETARY OF STATE.

1	WE SHOW YOUR FISCAL TAX YEAR AS:	
	BEG. MONTH	END MONTH
	01/01	12/31
	IF YOUR FISCAL TAX YEAR IS DIFFERENT:	
	BEG. MONTH	END MONTH

00266580
WINBURY REALTY OF K. C., INC.

% TED A. MURRAY
4520 MAIN ST., S. 1000
KANSAS CITY MO 64111

RECEIVED

MAR 19 1999

2	YOUR LAST ANNUAL REPORT WAS MARKED <u>YES</u> regarding whether your corporation is liable for franchise tax. (A corporation is liable for franchise tax if line 6a or 6b on the franchise tax report is more than \$200,000.)	If this tax liability has changed for this year, mark "X" in this box. <input type="checkbox"/>
---	--	---

Rebecca McDowell Cook
SECRETARY OF STATE

3	PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS:	4520 Main St., Ste 1000 KANSAS CITY, MO 64111 CITY/STATE ZIP
---	--	--

4	NAMES AND BUSINESS OR RESIDENCE ADDRESSES OF OFFICERS: (MUST HAVE A PRESIDENT AND A SECRETARY; WILL ASSUME PRESIDENT IS ALSO SECRETARY, IF SECRETARY IS NOT LISTED.)	NAMES AND BUSINESS OR RESIDENCE ADDRESSES OF BOARD OF DIRECTORS: (MUST HAVE ONE DIRECTOR; IF NOT LISTED, WILL ASSUME DIRECTORS ARE THE SAME AS OFFICERS)
	PRES <u>Ted A. Murray</u> STREET/RT <u>2700 Verona Terrace</u> CITY/STATE/ZIP <u>Shawnee Mission, KS 66208</u>	NAME <u>Ted A. Murray</u> STREET/RT <u>2700 Verona Terrace</u> CITY/STATE/ZIP <u>Shawnee Mission, KS 66208</u>
	V-PRES <u>Bryan Johnson</u> STREET/RT <u>3611 W. 63rd Street</u> CITY/STATE/ZIP <u>Shawnee Mission, KS 66208</u>	NAME <u>Bryan Johnson</u> STREET/RT <u>3611 W. 63rd Street</u> CITY/STATE/ZIP <u>Shawnee Mission, KS 66208</u>
	SEC'Y <u>Suzanne Alparo</u> STREET/RT <u>8927 Robinson</u> CITY/STATE/ZIP <u>Overland Park, KS 66212</u>	NAME <u>Mike Conn</u> STREET/RT <u>5904 Edgewater Drive</u> CITY/STATE/ZIP <u>Overland Park, KS 66223</u>
	TREAS <u>Mike Conn</u> STREET/RT <u>5904 Edgewater Drive</u> CITY/STATE/ZIP <u>Overland Park, KS 66223</u>	NAME _____ STREET/RT _____ CITY/STATE/ZIP _____
ATTACH NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS		

5	The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo 1986	OFFICER SIGN HERE >>> <u>[Signature]</u> TREASURER <u>3/17/99</u>
	Officer signing must be listed in box #4 above or on attached list.	

6	ATTACHED IS THE REGISTRATION FEE OF:	00266580
	<input checked="" type="checkbox"/> \$45.00 If filed on or before due date	98 0720984
	<input type="checkbox"/> \$60.00 If within 30 days after due date	AG 0224997
	<input type="checkbox"/> \$75.00 If within 60 days after due date	AG 0218998
<input type="checkbox"/> \$90.00 If within 90 days after due date		
Corporation will be administratively dissolved if report is not filed.		



COMPLETE THE BOXES OR FORM WILL BE RETURNED
(BOXES 3, 4, AND 5 ARE REQUIRED)
RETURN AND MAKE CHECK PAYABLE TO SECRETARY OF STATE
P.O. BOX 1366, JEFFERSON CITY, MO 65102

EXHIBIT E-2

CRAR
APR/26/1999
6083029011

REBECCA McDOWELL COOK, Secretary of State
1999 ANNUAL REGISTRATION REPORT
(Business)

CHECK #: 40367
AMOUNT: 45.00

Y MG

THIS REPORT IS DUE BY: 04/15/99

NOTE: TO CHANGE REGISTERED AGENT OR OFFICE
SHOWN DIRECTLY BELOW, REQUEST FORM #59
FROM THE SECRETARY OF STATE.

WE SHOW YOUR FISCAL TAX YEAR AS:	
BEG. MONTH	END MONTH
01/01	12/31
IF YOUR FISCAL TAX YEAR IS DIFFERENT:	
BEG. MONTH	END MONTH

00327744
THE WINBURY GROUP OF K.C., INC.
% TED A. MURRAY
4520 MAIN ST., S. 1000
KANSAS CITY MO 64111

RECEIVED

MAR 19 1999

Rebecca McDowell Cook
SECRETARY OF STATE

2	YOUR LAST ANNUAL REPORT WAS MARKED <u>YES</u> regarding whether your corporation is liable for franchise tax. (A corporation is liable for franchise tax if line 6a or 6b on the franchise tax report is more than \$200,000.)	If this tax liability has changed for this year, mark "X" in this box. <input type="checkbox"/>
---	--	---

3	PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS:	<u>4520 Main Ste 1000</u> STREET <u>Kansas City, Mo 64111</u> CITY STATE ZIP
---	--	---

4	NAMES AND BUSINESS OR RESIDENCE ADDRESSES OF OFFICERS: (MUST HAVE A PRESIDENT AND A SECRETARY; WILL ASSUME PRESIDENT IS ALSO SECRETARY, IF SECRETARY IS NOT LISTED.)	NAMES AND BUSINESS OR RESIDENCE ADDRESSES OF BOARD OF DIRECTORS: (MUST HAVE ONE DIRECTOR; IF NOT LISTED, WILL ASSUME DIRECTORS ARE THE SAME AS OFFICERS)
	PRES <u>Ted Murray</u> STREET/RT. <u>2700 Verona Terrace</u> CITY/STATE/ZIP <u>Shawnee Mission, KS 66208</u> V-PRES <u>Bryan Johnson</u> STREET/RT. <u>3611 W. 63rd St.</u> CITY/STATE/ZIP <u>Shawnee Mission, KS 66208</u> SECY <u>Suzanne Affaro</u> STREET/RT. <u>8927 Robinson</u> CITY/STATE/ZIP <u>Overland Park, KS 66212</u> TREAS. <u>Mike Conn</u> STREET/RT. <u>5904 Edgewater Drive</u> CITY/STATE/ZIP <u>Overland Park, KS 66223</u>	NAME <u>Ted Murray</u> STREET/RT. <u>2700 Verona Terrace</u> CITY/STATE/ZIP <u>Shawnee Mission, KS 66208</u> NAME <u>Bryan Johnson</u> STREET/RT. <u>3611 W. 63rd St.</u> CITY/STATE/ZIP <u>Shawnee Mission, KS 66208</u> NAME <u>Mike Conn</u> STREET/RT. <u>5904 Edgewater Drive</u> CITY/STATE/ZIP <u>Overland Park, KS 66223</u>
ATTACH NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS		

5	The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo 1986
	OFFICER SIGN HERE >>> <u>TAL - TREASURER</u> 3/17/99
Office signing must be listed in box 04 above or on attached list.	

6	ATTACHED IS THE REGISTRATION FEE OF: <input checked="" type="checkbox"/> \$45.00 If filed on or before due date <input type="checkbox"/> \$60.00 If within 30 days after due date <input type="checkbox"/> \$75.00 If within 60 days after due date <input type="checkbox"/> \$90.00 If within 90 days after due date Corporation will be administratively dissolved if report is not filed.	00327744 98 0504989 AG 0304997 AG 0218998
---	---	--



COMPLETE THE BOXES OR FORM WILL BE RETURNED
(BOXES 3, 4, AND 5 ARE REQUIRED)
RETURN AND MAKE CHECK PAYABLE TO SECRETARY OF STATE
P.O. BOX 1366, JEFFERSON CITY, MO 65102

EXHIBIT F



RECEIVED

AUG 11 2009

For billing and service information: 816-221-2323
or toll free: 1-800-585-4248
For emergencies or lights out: 1-888-544-4852 (1-888-LIGHT-KC)

Customer Name: WINBURY REALTY
Service Address: 4100 N. MULBERRY DR.
Account Number: 7200-81-9915

Due upon receipt: \$ 5,084.67

Page 1 of 2
Billing Date: 08/07/2009

Message Board

Lower Winter Pricing Ahead: Beginning September 16, the price you pay for electric service will be lower than the price you pay in the summer. It's because our cost to provide service decreases during the eight winter months and we pass the savings on to you. Summer pricing will return on May 16, 2010.

Energy efficiency is within your reach. Building Operator Certification is a development program for maintenance and building staff on energy and resource efficient building operation. Course completion may qualify individuals for a partial tuition rebate. Registration for Level I training is now open at www.kcpl.com/business/boc.html.

It pays to be energy efficient. KCP&L's Custom Rebate Program rewards commercial and industrial customers who implement pre-approved energy-saving measures. For more details, call 1-800-585-4248 or visit www.kcpl.com/business/rebates.

Account Summary

for service from 07/20/2009 to 08/05/2009

Previously Billed	\$ 11,480.86
Payment Received 08/03/2009 - Thank you	- 11,480.86
Current Charges (details on back)	
4100 N. MULBERRY DR.	\$ 5,084.67
Due upon receipt	\$ 5,084.67
Late charge if received after August 28, 2009	57.67
Amount due with late charge	\$ 5,142.34

FINAL BILL

595

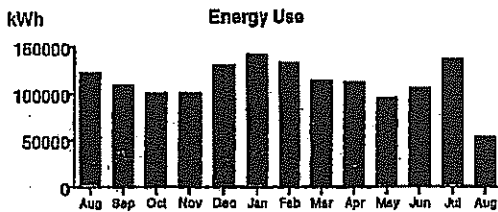
Customer Name : WINBURY REALTY
 Service Address : 4100 N MULBERRY DR
 Account Number : 7200-81-9915

Page 2 of 2
 Billing Date: 08/07/2009

4100 N MULBERRY DR

Large General All Electric - 1LGAE

Billing Details - service from 07/20/2009 to 08/05/2009



Energy Charge	\$ 3,030.18
Demand Charge @ 345 kW	777.95
Customer Charge	39.48
Facilities Charge @ 390 kW	440.13
subtotal :	\$ 4,287.74
Kansas City franchise fee :	476.42
Missouri state sales tax :	181.16
Clay county sales tax :	37.52
Kansas City sales tax :	101.83
Current Charges :	\$ 5,084.67

Comparative Usage Information				
Period	kWh	Days	kWh / day	Total \$ / day
Current	53,700	16	3356.2	\$ 317.79
Previous	138,800	32	4275.0	\$ 358.77
Last year	122,100	29	4210.3	\$ 388.29

Meter	Start Read Date	End Read Date	Days	End Read	(-)	Start Read	(=)	Read Difference	(x)	Meter Multiplier	(=)	Actual kWh Used	Actual kW Demand
02734577	7/20	8/5	16	61098		60919		179		300		53700	345.0

Note: Final Read for this service.

EXHIBIT G



For billing and service information 816-221-2323
or toll free 1-800-585-4248
For emergencies or lights out 1-888-544-4852 (1-888-LIGHT-KC)

Customer Name BRIARCLIFF DEVELOPMENT
Service Address 4100 N MULBERRY DR
Account Number 9707-16-7562

RECEIVED

Due Upon Receipt \$ 5,049.92

AUG 26 2009

Page 1 of 2
Billing Date 08/24/2009

Message Board

Lower Winter Pricing Ahead: Beginning September 16, the price you pay for electric service will be lower than the price you pay in the summer. It's because our cost to provide service decreases during the eight winter months and we pass the savings on to you. Summer pricing will return on May 16, 2010.

Energy efficiency is within your reach: Building Operator Certification is a development program for maintenance and building staff on energy and resource efficient building operation. Course completion may qualify individuals for a partial tuition rebate. Registration for Level 1 training is now open at www.kcpl.com/business/boc.html.

It pays to be energy efficient. KCP&L's Custom Rebate Program rewards commercial and industrial customers who implement pre-approved energy-saving measures. For more details, call 1-800-585-4248 or visit www.kcpl.com/business/rebates.

Account Summary

for service from 08/05/2009 to 08/18/2009

Previously Billed	\$ 0.00
Current Charges (details on back)	
4100 N MULBERRY DR	5,049.92
Due upon receipt	\$ 5,049.92
Late charge if received after September 8, 2009	57.07
Amount due with late charge	\$ 5,106.99

Company 595 G/L Acct. # 7020001

Description _____

Job # _____ Equip # _____

Track # _____ Track # _____

Approved By [Signature] / / / /

RECEIVED

AUG 28 2009

Customer Name : BRIARCLIFF DEVELOPMENT

Service Address : 4100 N MULBERRY DR

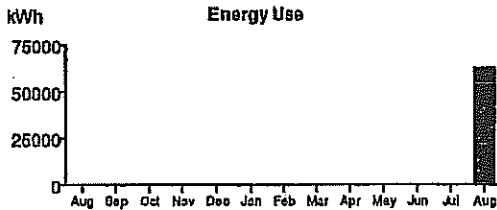
Account Number : 9707-16-7562

Page 2 of 2

Billing Date: 08/24/2009

4100 N MULBERRY DR

Large General Service - 1LGSE



Billing Details - service from 08/05/2009 to 08/18/2009

Energy Charge	\$ 3,269.69
Demand Charge @ 348 kW	637.58
Customer Charge	32.08
Facilities Charge @ 348 kW	319.09
subtotal :	\$ 4,258.44
Kansas City franchise fee :	473.16
Missouri state sales tax :	179.92
Clay county sales tax :	37.26
Kansas City sales tax :	101.14
Current Charges :	\$ 5,049.92

Meter	Start Read Date	End Read Date	Days	End Read	(-)	Start Read	(=)	Read Difference	(x)	Meter Multiplier	(=)	Actual kWh Used	Actual kW Demand
02734577	8/5	8/18	13	61306		61098		208		300		62400	348.0