

Briarcliff Exhibit No.: 1
Witness: Nathaniel Hagedorn
Type of Exhibit: Direct Testimony
Issues: Continued Receipt of the Frozen All-Electric Rate
Sponsoring Party: Briarcliff Development Company
Case No.: EC-2011-0383

Filed
February 28, 2012
Data Center
Missouri Public
Service Commission

MISSOURI PUBLIC SERVICE COMMISSION
UTILITY DIVISION

BRIARCLIFF DEVELOPMENT COMPANY
CASE NO. EC-2011-0383

DIRECT TESTIMONY OF
NATHANIEL HAGEDORN

September 8, 2011

Briarcliff Exhibit No. 1
Date 1/24/12 Reporter JK
File No. EC-2011-0383

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

BRIARCLIFF DEVELOPMENT COMPANY,
A Missouri Corporation,

COMPLAINANT

v.

KANSAS CITY POWER AND LIGHT
COMPANY,

RESPONDENT

Case No. EC-2011-0383


AFFIDAVIT OF NATHANIEL HAGEDORN

STATE OF MISSOURI)

COUNTY OF CLAY)

ss

Nathaniel Hagedorn, of lawful age, on his oath states:
That he has reviewed the attached written testimony in question
and answer form, all to be presented in the above case; that the
answers in the attached written testimony were given by him; that
he has knowledge of the matters set forth in such answers; that
such matters are true to the best of his knowledge, information
and belief.

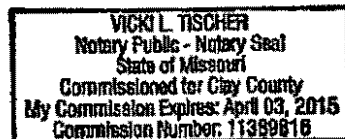

Nathaniel Hagedorn

Subscribed and sworn to before me this 8 day of September,
2011 .


Notary Public

[SEAL]

My Commission expires: 4-3-15



BRIARCLIFF DEVELOPMENT COMPANY

EC-2011-0383

DIRECT TESTIMONY OF NATHANIEL HAGEDORN

1Q. PLEASE STATE YOUR NAME AND ADDRESS.

2A. My name is Nathaniel Hagedorn. My business address is
3 Briarcliff Development Company, 4151 N. Mulberry Street,
4 Kansas City, MO 64116.

5

6Q: ON WHOSE BEHALF ARE YOU APPEARING?

7A: Briarcliff Development Company.

8

9Q: WHAT IS YOUR POSITION WITH BRIARCLIFF DEVELOPMENT COMPANY?

10A: I am Chief Operating Officer ("COO") of the Company.

11

**12Q: PLEASE STATE YOUR EDUCATIONAL BACKGROUND AND WORK
13 EXPERIENCE.**

14A: I graduated from UMKC in 2002. Upon graduation, I started
15 with Briarcliff Development as a project manager eventually
16 becoming COO. I am also president of Briarcliff Realty.
17 I am in charge of all property management and leasing for

1 all the Briarcliff office buildings. I also led the
2 construction of the retail center (Briarcliff Village), the
3 9-story Hilltop Office and various smaller buildings around
4 our development. I worked very closely with Grubb and
5 Ellis/The Winbury Group when they managed the Briarcliff
6 properties.

7
8Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9A: The purpose of my testimony is to present Briarcliff's
10 position in an effort to convince the Commission to rule in
11 Briarcliff's favor and find that Briarcliff Development's
12 Briarcliff One office building continuously qualified for
13 the frozen all-electric rate that it was receiving from KCPL
14 prior to the time Briarcliff Development terminated its
15 outside property manager and began managing Briarcliff One
16 and its other office buildings in-house commencing on August
17 5, 2009.

18
19Q. WHAT IS THE BACKGROUND UNDERLYING THE COMPLAINT?

20A: Briarcliff One is located at 4100 N. Mulberry Street, Kansas
21 City, MO 64116. Briarcliff Development has continuously
22 owned Briarcliff One office building since it was developed
23 in 1999. In the development of the Briarcliff One office
24 building, KCPL was instrumental in Briarcliff Development's

1 decision to develop it as an all-electric building to be
2 served under KCPL's all-electric rate schedule with its more
3 favorable winter rate.

4 Briarcliff One was served under KCPL's Large General Service
5 All Electric rate schedule (1LGAE) commencing January 25,
6 2001. Prior to that, from May 17, 1999 to January 25, 1999,
7 it was served on KCPL's Medium General Service All Electric
8 rate schedule (1MGAE).

9 However, effective August 5, 2009, KCPL commenced billing
10 the Briarcliff One building at its Large General Service
11 rate (1LGSE) due to the Winbury Group advising KCPL that it
12 was no longer its property manager and that Briarcliff
13 Development had taken the management of the building in
14 house and requested that KCPL begin billing Briarcliff
15 Development for service at 4100 N. Mulberry Drive. (See KCPL
16 Answer, Paragraph 30.)

17 Since such date, despite efforts to get KCPL to change its
18 decision, KCPL has billed the Briarcliff One building at the
19 1LGSE rate resulting in higher charges for service in the
20 winter months for the Briarcliff One building since August
21 5, 2009 through today's date than it would have paid for
22 such period under the all-electric 1LGAE rate. According to
23 our analysis, for the period starting 9/17/2009 through
24 4/18/2011, Briarcliff One has paid \$15,550.15 more under the

1 1LGSE rate than it would have paid under the 1LGAE rate.
2 (See Briarcliff's Clarification of Amount in Dispute filed
3 with the Commission on June 8, 2011.)
4

5 **Q. OTHER THAN A CHANGE IN PROPERTY MANAGEMENT, WAS THERE ANY**
6 **OTHER CHANGE IN THE BRIARCLIFF ONE BUILDING'S OPERATIONS**
7 **THAT WOULD HAVE CAUSED IT TO HAVE ITS RATE CHANGED FROM ALL**
8 **ELECTRIC TO GENERAL SERVICE?**

9 **A.** No. Briarcliff Development still continued to own the
10 building and lease space to tenants and it still continued
11 to be an all-electric building and receive electricity from
12 KCPL. The only change was the termination of the property
13 manager and asking KCPL to bill the owner, Briarcliff
14 Development, at the 4100 N. Mulberry address. As a result
15 of such change, KCPL began billing the Briarcliff One
16 building at the standard rate instead of the all-electric
17 rate.
18

19 **Q. WHAT WAS KCPL'S EXPLANATION FOR THE CHANGE IN RATES?**

20
21 **A.** KCPL claimed that due to the change in customer name, i.e.,
22 from Winbury Realty to Briarcliff Development, the property
23 no longer qualified for the all-electric tariff because the
24 Commission restricted the rate to existing customers as of
25 January 1, 2008 for so long as they remain on the all-

1 electric rate. Further, according to KCPL, this also meant
2 that if the customer name changes on an account served by
3 these tariffs, the account must be changed to a standard
4 electric tariff.

5

6 **Q: DO YOU AGREE WITH KCPL'S EXPLANATION?**

7 **A:** No. While the Commission did order the all-electric rate to
8 be frozen in its Report and Order issued on December 6,
9 2007, in KCPL's Rate Case ER-2007-0291, as clarified on
10 December 21, 2007, however, neither I nor our counsel agree
11 that the clear language of the freeze applied to an existing
12 customer who terminated its property manager and requested a
13 change in the name on the billing from its former agent, the
14 property manager, to the owner, when the customer continues
15 to remain the owner of the all-electric building and the
16 only change is substituting the owner's name for the name of
17 the customer's former agent.

18

19 **Q: WHAT WAS THE LANGUAGE THE COMMISSION USED TO FREEZE THE ALL-**
20 **ELECTRIC TARIFFS?**

21 **A:** What the Commission stated with respect to the freeze in
22 all-electric rates in Case No. ER-2007-0291 as clarified in
23 its subsequent Order dated December 21, 2007, may be
24 paraphrased as follows:

25 The availability of KCPL's general service all-

1 electric tariffs should be restricted to those
2 qualifying customers' commercial and industrial
3 physical locations being served under such all-
4 electric tariffs as of January 1, 2008 and such rates
5 should only be available to such customers for so long
6 as they continuously remain on that rate schedule
7 (i.e., the all-electric rate schedule they are on as
8 of such date).

9 A review of such language discloses that there is nothing in
10 it saying that "if the customer name changes on an account
11 served by these tariffs, the account must be changed to a
12 standard electric tariff." Apparently, KCPL made that up
13 itself. The freeze merely restricts the all-electric rate
14 to those qualifying customers' commercial and industrial
15 physical locations being served under such all-electric
16 tariffs as of January 1, 2008 for so long as they
17 continuously remain on that all-electric rate schedule.

18
19 **Q. OTHER THAN THE CHANGE FROM AN OUTSIDE PROPERTY MANAGER TO**
20 **BRIARCLIFF DEVELOPMENT MANAGING THE PROPERTY IN HOUSE, HAS**
21 **THERE BEEN ANY OTHER CHANGE IN OPERATIONS?**

22 **A.** No. In the case of Briarcliff One, there has been no change
23 in the physical location of the Briarcliff One building
24 being served under the all-electric rate. Nor has there

1 been a change in the qualifying customer. Briarcliff
2 Development continues to own and operate Briarcliff One and
3 leasing space therein to tenants as it has since 1999 and
4 Briarcliff One has continuously been supplied with
5 electricity by KCPL since 1999. The only changes are that
6 Briarcliff Development now manages the property in house
7 rather than with an outside property manager and on August
8 5, 2009 KCPL commenced billing for service at the building
9 at the standard electric rate instead of the all-electric
10 rate it had been served under since January 25, 2001. Had
11 KCPL not changed the billing on its own, the building would
12 have been continuously on the all-electric rate schedule
13 since Briarcliff Development definitely did not and would
14 not request a change in rates. See Schedule **NH-1**, a copy of
15 the last bill to Winbury Realty for the Briarcliff One
16 building dated August 6, 2009 at the 1LGAE rate and the
17 first bill to Briarcliff Development for the Briarcliff One
18 building dated August 24, 2009 at the 1LGSE rate.

19

20Q: **WHAT DO KCPL's TARIFFS SAY ABOUT THE AVAILABILITY OF THE**
21 **1LGAE ALL-ELECTRIC RATE EFFECTIVE JANUARY 1, 2008?**

22A: KCPL's tariff, P.S.C. MO No. 7, Third Revised Sheet No. 19,
23 issued December 13, 2007, effective January 1, 2008, (a copy
24 of which is attached as Schedule **NH-2** states the following

1 with respect to the continued availability of the 1LGAE
2 rate: "This Schedule is available only to Customers'
3 physical locations currently taking service under this
4 Schedule and who are served hereunder continuously
5 thereafter." Under such rule, the all-electric schedule is
6 available for customers' physical locations currently taking
7 service and continuously being served under it thereafter.
8 This is the case with Briarcliff One. The rule does not
9 say, as KCPL would wish it said, that if the customer name
10 changes on an account served by these tariffs, the account
11 must be changed to a standard electric tariff. Under the
12 definition of customer in KCPL's tariffs, Briarcliff
13 Development as owner of the building has been a customer of
14 KCPL at such building all along.

15

16Q: HOW DO KCPL'S TARIFFS DEFINE THE WORD CUSTOMER?

17A: KCPL's General Rules and Regulations Applying to Electric
18 Service, P.S.C. MO. No. 2, Sheet 1.05, defines Customer as
19 follows:

20

21 "1.04 CUSTOMER: Any person applying for, receiving,
22 using, or agreeing to take a class of electric service
23 supplied by the Company under one rate schedule at a
24 single point of delivery at and for use within the
25 premise either (a) occupied by such persons, or (b) as
26 may, with the consent of the Company, be designated in
27 the service application or by other means acceptable to
28 the Company." [Emphasis Added.]

1 Q: HAS BRIARCLIFF DEVELOPMENT BEEN RECEIVING OR USING A CLASS
2 OF ELECTRIC SERVICE SUPPLIED BY KCPL AT BRIARCLIFF ONE UNDER
3 ONE RATE SCHEDULE AT A SINGLE POINT OF DELIVERY AT AND FOR
4 USE WITHIN THE PREMISE OCCUPIED BY BRIARCLIFF DEVELOPMENT AS
5 CUSTOMER IS DEFINED?

6 A: Yes. Briarcliff Development has been receiving and using
7 electric service at Briarcliff One at a single point of
8 delivery at and for use within the Briarcliff One building
9 for use by Briarcliff Development and its tenants since
10 1999. It is currently and has been continuously since 1999,
11 a customer of KCPL, as defined by KCPL's tariffs, at the
12 Briarcliff One physical location and qualifies for the
13 Frozen All-Electric rate.

14

15 Q: DO YOU KNOW HOW OR WHY THE BRIARCLIFF ONE ACCOUNT WAS OPENED
16 IN THE NAME OF WINBURY REALTY AND WHEN DID YOU BECOME AWARE
17 THAT IT WAS IN WINBURY'S NAME AND NOT IN BRIARCLIFF'S NAME?

18 A: We do not know how or why the account was opened in the name
19 of Winbury Realty. The Winbury Group was our property
20 manager under the Management Agreement and it is a
21 completely different corporation than Winbury Realty, albeit
22 with the same officers and board members. (See Schedule **NH-3**
23 and **NH-4**, the respective 1999 Annual Registration Reports
24 for The Winbury Group of K.C., Inc. and Winbury Realty of

1 K.C., Inc.). Apparently, anyone can just call KCPL and tell
2 them to open an account in a certain name and KCPL does so.
3 Further, it was a violation of our Management Agreement with
4 The Winbury Group for it to open an account with an electric
5 company or any other utility or service provider in a name
6 other than the "name of the Owner." See Schedule **NH-5**, a
7 copy of the Management Agreement between Briarcliff West
8 Realty Company and The Winbury Group of K.C., Inc. dated
9 June 1, 1999, Paragraph 1.6. Briarcliff Development then
10 took the place of Briarcliff West Realty when the two
11 companies merged less than a month later effective on June
12 28, 1999 with Briarcliff Development Company as the
13 surviving corporation and Briarcliff Development became the
14 owner under the Management Agreement. See Schedule **NH-6**, a
15 copy of the Articles of Merger and the Certificate of Merger
16 issued by the Secretary of State.
17 We did not even know it was in Winbury Realty's name until
18 August of 2009 when we received copies of the utility
19 invoices for the active accounts for all the properties at
20 the Briarcliff development so that we could review the names
21 of all its utility accounts and change billing addresses, if
22 needed, in anticipation of taking over the property
23 management in house. Of course, it did not matter whose
24 name the account was in until after January 1, 2008 when the

1 freeze on the all-electric rate became effective and KCPL
2 began billing at the standard electric rate for the sole
3 reason that the name under which it billed the account
4 changed.

5
6Q. **WHAT ENTITY PAID THE KCPL BILLS ON THE BRIARCLIFF ONE
7 BUILDING AND WHOSE FUNDS WERE USED TO PAY THE BILLS?**

8A. KCPL apparently does not care who paid the bill addressed to
9 Winbury Realty. Attached as Schedule **NH-7** is a copy of a
10 bill to Winbury Realty at the service address of 4100 N.
11 Mulberry, the location of the Briarcliff One building, dated
12 April 23, 2009 in the amount of \$3,902.15 and a copy of the
13 check in the amount of \$3,902.15 dated April 28, 2009 to
14 KCPL paid by The Winbury Group of Kansas City for the
15 Briarcliff One building. Of course, The Winbury Group paid
16 the KCPL bills out of the proceeds from the rental income
17 from Briarcliff Development's tenants in the Briarcliff One
18 building before remitting the profits to Briarcliff
19 Development. Thus, it was always Briarcliff Development's
20 funds regardless of whom the check to KCPL came from paying
21 the bill.

22 Briarcliff Development was always the owner of the building
23 and the customer. The property manager, The Winbury Group,
24 was always Briarcliff Development's agent. Winbury Realty

1 had no role in this relationship except that KCPL
2 inexplicably listed it as the Customer Name on the bills.

3
4 **Q. DOES BRIARCLIFF DEVELOPMENT HAVE OTHER BUILDINGS AT**
5 **BRIARCLIFF THAT WERE ON THE ALL-ELECTRIC RATE THAT HAVE NOT**
6 **BEEN CHANGED TO THE STANDARD ELECTRIC TARIFF DUE TO THE**
7 **CHANGE IN THE PROPERTY MANAGER?**

8 **A.** Yes. Both the Briarcliff Two building at 1201 Briarcliff
9 Parkway and the Briarcliff Three building at 4150 N.
10 Mulberry have continued on the all-electric rate despite the
11 change in the property manager from The Winbury Group to in
12 house management at the same time the Briarcliff One
13 building property manager changed. The only difference
14 between the buildings is that the Briarcliff Two building
15 was billed in the name of Briarcliff Two and the Briarcliff
16 Three building was billed in the name of Briarcliff
17 Development both before and after the change in property
18 manager. See Schedule **NH-8**, a copy of the bills for the
19 Briarcliff Two building dated 12/23/2008 (before the change)
20 and aa/20/2009 after the change showing that it was on the
21 1LGAE rate before and after the change. See Schedule **NH-9**,
22 a copy of the bills for the Briarcliff Three building for
23 the same billing periods.

1 Q. IS THERE ANY DIFFERENCE IN OPERATIONS OR ANY OTHER REASON
2 WHY KCPL RETAINED THESE BUILDINGS ON THE ALL-ELECTRIC RATE
3 WHEN THE BRIARCLIFF ONE BUILDING WAS NOT?

4 A. No. Everything was the same except that they were not
5 billed in the name of Winbury Realty but were always billed
6 in Briarcliff's name. In other words, under KCPL's
7 reasoning, the Briarcliff One building lost the all-electric
8 rate solely because it was billed by KCPL in the name of
9 Winbury Realty, a company that was not even involved in the
10 matter and consequently was not even a customer or
11 responsible party under KCPL's rules. A Responsible party
12 is defined in Rule 1.21 as:

13
14 1.21 **RESPONSIBLE PARTY:** Any adult, landlord, property
15 management company, or owner applying for agreeing to
16 take, and or receiving substantial use and benefit of
17 electric service at a given premise.
18

19 Obviously, since Winbury Realty was a non-player and in no
20 way received substantial use and benefit at the Briarcliff
21 One building it was not a responsible party. Equally
22 obvious, since Briarcliff Development, as a landlord and
23 owner, was receiving substantial use and benefit of electric
24 service at the Briarcliff One building it was a responsible
25 party ever since it began receiving substantial use of
26 electric service from KCPL in 1999 and through today.
27 Briarcliff One was also a Customer of KCPL as defined in

1 Rule 1.04 in that it was receiving and using electric
2 service at the Briarcliff One building continuously since
3 1999, a building it owned, occupied and leased space to
4 other parties also occupying the premises.
5

6Q. **WHAT RELIEF ARE YOU ASKING THE COMMISSION TO PROVIDE?**

7A. We are asking the Commission to see through the charade and
8 recognize that Briarcliff Development was a customer and
9 responsible party as defined in KCPL's rules since 1999 and
10 was such on August 5, 2009 when KCPL arbitrarily determined
11 that it was not entitled to continue on the 1LGAE rate
12 because the name on the account at such date was Winbury
13 Realty, a corporation that was not involved in the matter.
14 Further, that even if KCPL had listed the customer as The
15 Winbury Group, we are asking the Commission to recognize
16 that The Winbury Group was merely an agent of the owner,
17 Briarcliff Development, and that the change in the name of
18 the account from an owner's agent to the owner's name did
19 not violate the letter or the spirit of the Commission's
20 freeze order nor the Availability provision in the 1LGAE
21 tariff so that Briarcliff was entitled to have been
22 continuously served under the tariff even after the change
23 in property manager. Finally, we are asking that the
24 Commission order KCPL to reinstitute the all-electric rate
25 for Briarcliff Development retroactively to August 5, 2009

1 and to rebill Briarcliff Development at the 1LGAE rate
2 effective August 5, 2009 to date and to refund the
3 overpayment due to placing Briarcliff Development on the
4 1LGSE rate instead of keeping it on the 1LGAE rate.

5

6Q. DOES THIS CONCLUDE YOUR TESTIMONY AT THIS TIME?

7A. Yes it does.

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 1-800-586-4248 or visit www.kcpl.com/businessrebates

Energy efficiency is a key to reducing greenhouse gas emissions and improving the quality of life for all. The U.S. Department of Energy (DOE) is committed to making energy-efficient buildings a reality for all Americans. The DOE is working with the private sector to develop and promote energy-efficient building technologies and practices. The DOE is also working to improve the energy efficiency of existing buildings. The DOE is committed to making energy-efficient buildings a reality for all Americans.

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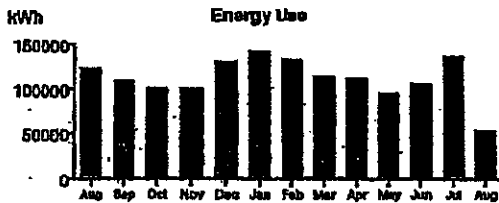
Customer Name : WINBURY REALTY
 Service Address : 4100 N MULBERRY DR
 Account Number : 7200-81-9915

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 :	478.42
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	18	3358.2	\$ 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	18	61099		60919		179		300		53700	345.0

Note: Final Read for this service.



For billing and service information call 1-800-595-4248
Fax 1-800-595-4248
E-mail billing@kcp.com 1-888-844-4852

Customer Name: BRIARCLIFF DEVELOPMENT
Service Address: 1100 N MULBERRY DR
City/State/Zip: 19071-1766

RECEIVED
AUG 20 2009

Bill Number: 504992
Bill Date: 8/18/2009
Due Date: 9/5/2009

Message Board

Lower Winter Priced Ahead: Beginning September 18, the utility you pay for all other services will be lower than the price you pay in the summer. It's because our costs have decreased. We're offering this special rate to help you and we pass the savings on to you. Summer pricing will return on May 18, 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 1-800-595-4248 or visit www.kcpl.com/business/rebates.

Account Summary

For Service from 8/18/2009 to 8/18/2009	
Previously Billed	\$ 0.00
Current charges	\$ 5049.92
1100 N MULBERRY DR	19071-1766
Due upon receipt	\$ 5049.92
Rate change effective after September 5, 2009	
Amount due with late charge	\$ 5109.99

Company 595 GA Acct. # 7010-001
Description _____
Job # _____ Equip # _____
Track # _____ Track # _____
Approved By [Signature]

RECEIVED

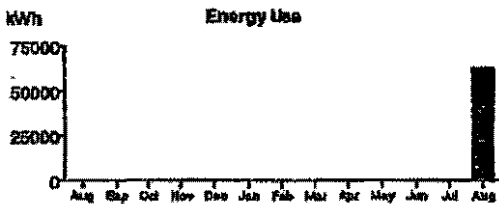
AUG 28 2009

Customer Name : BRIARCLIFF DEVELOPMENT
Service Address : 4100 N MULBERRY DR
Account Number : 9707-18-7562

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	\$ 3,289.69
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 :	\$ 5,049.82

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	61308		61088		208		300		62400	348.0

KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No.

7

Third

☐ Original

Sheet No. 19

☒ Revised

Cancelling P.S.C. MO. No.

7

Second

☐ Original

Sheet No. 19

☒ Revised

For Missouri Retail Service
Area

LARGE GENERAL SERVICE – ALL ELECTRIC (FROZEN) Schedule LGA

AVAILABILITY:

This Schedule is available only to Customers' physical locations currently taking service under this Schedule and who are served hereunder continuously thereafter.

For electric service through one meter to an existing customer using electric service for purposes other than those included in the availability provisions of the Residential Service Rate Schedule. At the Company's discretion, service may be provided through more than one meter where it is economical for the Company to do so.

For electric service through one meter and using only electric service for all lighting, cooking, water heating, comfort space heating (except aesthetic fireplaces), comfort cooling, general purposes, and any other purposes requiring energy. The customer must have electric water heating and electric space heating equipment. This equipment shall be of a size and design approved by the Company. Electric space heating and electric water heating equipment shall be permanently installed, connected and thermostatically controlled.

Service will not be supplied where the ultimate use is primarily for residential purposes.

Standby, breakdown, or supplementary service is available under this schedule if the customer seeking such service first enters into a special contract which includes technical and safety requirements similar to those required for qualifying facilities in 4 CSR 240-20.060(2)(C). These requirements, and the associated interconnection costs, shall be reasonable and assessed on a nondiscriminatory basis with respect to other customers with similar load characteristics. Temporary or seasonal service will not be supplied under this schedule.

APPLICABILITY:

Applicable to all multiple-occupancy buildings when the tenants or occupants of the building are furnished with electric service on a rent inclusion basis.

TERM OF CONTRACT:

Contracts under this schedule shall be for a period of not less than one year from the effective date thereof.

Schedule NH-2

DATE OF ISSUE: December 13, 2007
ISSUED BY: Chris B. Giles
Vice-President

DATE EFFECTIVE: January 1, 2008
January 12, 2008
1201 Walnut, Kansas City, Mo. 64106

FILED
Missouri Public
Service Commission
ER-2007-0291

CRAR
APR/26/1999
6083029011

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

CHECK # 40367
AMOUNT 45.00

Y MC

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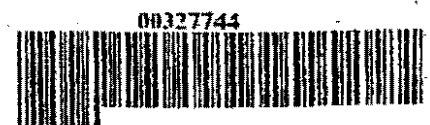
3	PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS:	4520 Main Ste 1000 Kansas City, Mo 64111 CITY STATE ZIP
---	--	---

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)
	<p>PRES Ted Murray STREET/RT 2700 Verona Terrace CITY/STATE/ZIP Shawnee Mission, KS 66208 V-PRES Bryan Johnson STREET/RT 3611 W. 63rd St. CITY/STATE/ZIP Shawnee Mission, KS 66208 SECY Suzanne Affaro STREET/RT 8927 Robinson CITY/STATE/ZIP Overland Park, KS 66212 TREAS Mike Conn STREET/RT 5904 Edgewater Drive CITY/STATE/ZIP Overland Park, KS 66223</p>	<p>NAME Ted Murray STREET/RT 2700 Verona Terrace CITY/STATE/ZIP Shawnee Mission, KS 66208 NAME Bryan Johnson STREET/RT 3611 W. 63rd St. CITY/STATE/ZIP Shawnee Mission, KS 66208 NAME Mike Conn STREET/RT 5904 Edgewater Drive CITY/STATE/ZIP Overland Park, KS 66223</p>

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>TREASURER</u> 3/17/99	
Officer's signature must be listed in box 5 above or on attached list.	

6	ATTACHED IS THE REGISTRATION FEE OF:	00327744
	<p><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</p> <p>Corporation will be administratively dissolved if report is not filed.</p>	<p>98 0504989 AG 0304997 AG 0218998</p>



Schedule NH-3

COMPLETE THE BOXES OR FORM WILL BE R
(BOXES 3, 4, AND 5 ARE REQUIRED)
RETURN AND MAKE CHECK PAYABLE TO SECRETARY OF STATE

CRAR
APR/26/1999
6083029011

REBECCA WIDOWELL COOK, Secretary Of State
1999 ANNUAL REGISTRATION REPORT

CHECK #: 40377
AMOUNT: 45.00

(Business)

Y MG

THIS REPORT IS DUE BY: 04/15/99

NOTE: TO CHANGE REGISTERED AGENT OR OFFICE
SHOWN DIRECTLY BELOW, REQUEST FORM #50
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"/>
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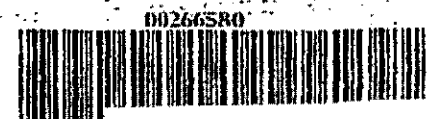
Rebecca M. Cook
SECRETARY OF STATE

3	PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS:	<u>4520 Main St., Ste 1000</u> <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)
	PRS <u>Ted A. Murray</u>	NAME <u>Ted A. Murray</u>
	STREET/RT <u>2700 Verona Terrace</u>	STREET/RT <u>2700 Verona Terrace</u>
	CITY/STATE/ZIP <u>Shawnee Mission, KS 66208</u>	CITY/STATE/ZIP <u>Shawnee Mission, KS 66208</u>
	V-PRES <u>Bryan Johnson</u>	NAME <u>Bryan Johnson</u>
	STREET/RT <u>3611 W. 63rd Street</u>	STREET/RT <u>3611 W. 63rd Street</u>
	CITY/STATE/ZIP <u>Shawnee Mission, KS 66208</u>	CITY/STATE/ZIP <u>Shawnee Mission, KS 66208</u>
	SECY <u>Suzanne Alfaro</u>	NAME <u>Mike Conn</u>
	STREET/RT <u>8927 Robinson</u>	STREET/RT <u>5904 Edgewater Drive</u>
	CITY/STATE/ZIP <u>Overland Park, KS 66212</u>	CITY/STATE/ZIP <u>Overland Park, KS 66223</u>
TREAS <u>Mike Conn</u>	NAME	
STREET/RT <u>5904 Edgewater Drive</u>	STREET/RT	
CITY/STATE/ZIP <u>Overland Park, KS 66223</u>	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>MIC</u> TREASURER <u>3/12/99</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.		



Schedule NH-4

COMPLETE THE BOXES OR FORM WILL BE R

(BOXES 3, 4, AND 5 ARE REQUIRED)

RETURN AND MAKE CHECK PAYABLE TO SECRETARY OF STATE

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:

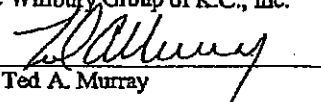
Briarcliff West Realty Company

By: 

Its: Chairman of The Board

MANAGER:

The Winbury Group of K.C., Inc.

By: 

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.



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:

- (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
(Name of Corporation)
is the surviving corporation.

- (4) That the Board of Directors of Briarcliff Development Company
(Name of Corporation)
~~has~~ ^{written unanimous consent} 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 filing of the certificate of Merger by the Secretary of State of the State of Missouri.

- (10) PLAN OF MERGER

1. Briarcliff Development Company of Missouri
is the survivor.

FILED AND CERTIFICATE

ISSUED

JUN 28 1999

Rebecca McDowell Cook
SECRETARY OF STATE

Schedule NH-6

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

Corporate Seal

ATTEST:

By

Ann A. Erdmann
Its Secretary or Assistant Secretary

Corporate Seal

ATTEST:

By

Its Secretary or Assistant Secretary

State of Missouri

County of Clay

ss.

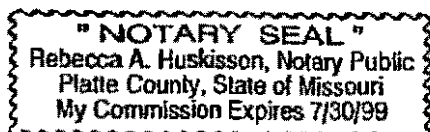
On this 25 day of June in the year 19 99, before me

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)

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)

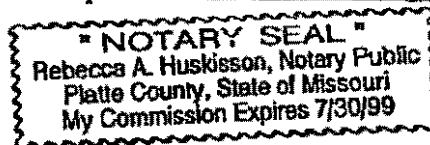
State of Missouri
County of Platte } ss.

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,
Briarcliff Development Company known to me to be the person who executed the within Articles
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 _____,
_____ known to me to be the person who executed the within Articles
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:

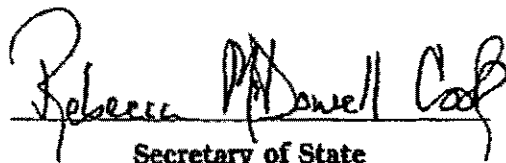
BRIARCLIFF DEVELOPMENT COMPANY (#00397884)
Organized and Existing Under Law of Missouri
have been received, found to conform to law, and filed.

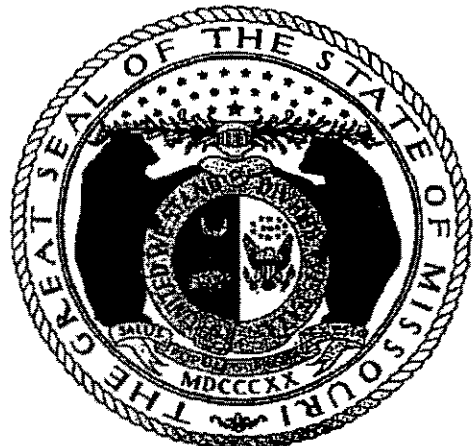
NOW, THEREFORE, I, REBECCA MCDOWELL COOK, Secretary of State of Missouri, issue this Certificate of Merger, certifying that the merger of the aforementioned corporations is effected with

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

03/30/2010 11:37 7377532

BUSINESS CENTER

PAGE 12/13

For billing and service information: 816-221-2323
or toll-free: 1-800-585-4248
For emergencies or lights out: 1-888-544-4862 (1-888-LIGHT-KC)

Customer Name : WINBURY REALTY
Service Address : 4100 N MULBERRY DR
Account Number : 7200-81-8915

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.kcp.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.kcp.com/business/boo.html.

Account Summary

for service from 03/15/2009 to 04/20/2009

Previously Billed	- \$ 3,287.02
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	48.58
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 : 7200-81-8915
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

BBKCHWPP
#50405739408B42318
WINBURY REALTY
4520 MAIN ST, BXB 1000
KANSAS CITY MO 64111-7700

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

0007200819913000390215000455805070908

Schedule NH-7

10711 INN36

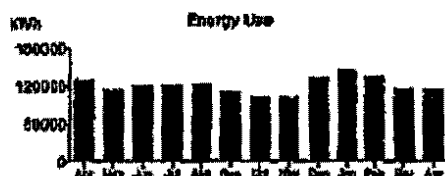
Customer Name : WINBURY REALTY
 Service Address : 4100 N MULBERRY DR
 Account Number : 7200-81-9918

Page 2 of 2
 Billing Date: 04/28/2009

4100 N MULBERRY DR

Large General All Electric - ILGAE

Billing Details - service from 03/10/2009 to 04/20/2009



Comparative Usage Information				
Period	kWh	Days	kWh / day	Total / day
Current	111,900	32	3496.8	\$224.66
Previous	134,000	29	4621.4	\$280.09
Last year	129,100	19	4380.0	\$280.00

Energy Charge	\$ 4,385.31
Demand Charge @ 330 kW	885.31
Customer Charge	74.02
Facilities Charge @ 428 kW	907.78
subtotal:	\$ 6,082.40
Kansas City franchise fee:	678.60
Missouri state sales tax:	258.14
Clay county sales tax:	53.05
Kansas City sales tax:	143.88
Current Charges:	\$ 7,189.17

Meter	Start Read Date	End Read Date	Days	End Read	(-)	Start Read	(=)	Read Difference	(%)	Meter Multiplier	(x)	Actual kWh Used	Actual kW Demand
02754577	3/19	4/20	32	59793		59420		373		300		111900	330.0

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 816-221-2923 or toll-free 1-800-585-4249.

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.

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

Pay to the order of:	THE WINBURY GROUP OF KANSAS CITY	Date:	4/28/2009	Check No:	223569	Check Amount:	3,902.15
Pay to:	KANSAS CITY POWER & LIGHT						

THIS DOCUMENT CONTAINS SENSITIVE INFORMATION. IT IS TO BE HANDLED AND STORED IN ACCORDANCE WITH THE INFORMATION SECURITY POLICY OF THE U.S. DEPARTMENT OF ENERGY. IT IS TO BE DESTROYED IN ACCORDANCE WITH THE INFORMATION SECURITY POLICY OF THE U.S. DEPARTMENT OF ENERGY.

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:

KANSAS CITY POWER & LIGHT

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

VOID IF NOT CASHED WITHIN 180 DAYS WITHIN DATE OF ISSUE

[Handwritten Signature]

00223569 101000019 000002418

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 TWO
Service Address : 1201 BRIARCLIFF PARKWAY
Account Number : 6191-98-5754

Due upon receipt : \$ 6,204.83

Page 1 of 2
Billing Date: 12/23/2008

Message Board

Building Operator Certification (BOC) now available. BOC is a professional development program for building operators and maintenance staff that offers a series of seven courses on energy and resource efficient operation of buildings. Successful completion of the courses and the certification process may qualify individuals to receive a rebate on a portion of their tuition costs. For more information or to register, go to www.kcpl.com/business/boc.html.

Rein in energy costs. With KCP&L's Custom Rebate Program for commercial and industrial customers, it pays to be energy efficient. The program rewards customers who implement qualifying energy-saving measures. Not only can you receive a rebate, you can also save money on energy costs over the life of the equipment. For more information, visit www.kcpl.com/business/rebates or call 1-800-585-4248.

Happy Holidays. As we finish out this year and look forward to 2009, we'd like to thank you for your business, and wish you a holiday season filled with light and a safe and happy New Year.

Account Summary

for service from 11/17/2008 to 12/18/2008

Previously Billed	\$ 4,933.71
Payment Received 12/01/2008 - Thank you	- 4,933.71
Current Charges (details on back) 1201 BRIARCLIFF PARKWAY	6,204.83
Due upon receipt	\$ 6,204.83
Late charge if received after January 6, 2009	71.17
Amount due with late charge	\$ 6,276.00

Please return this portion with your payment. Thank you.

Customer Name : BRIARCLIFF TWO
Service Address : 1201 BRIARCLIFF PARKWAY
Account Number : 6191-98-5754
Billing Date : 12/23/2008

Due upon receipt : \$ 6,204.83

Payment must be received by : January 6, 2009

Amount Enclosed : \$ _____

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

#BWNJWPF
#43343900278BC230#
BRIARCLIFF TWO
C/O THE WINBURY GROUP
4520 MAIN ST, STE 1000
KANSAS CITY MO 64111-7700

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

0006191985754000620483000711701060900

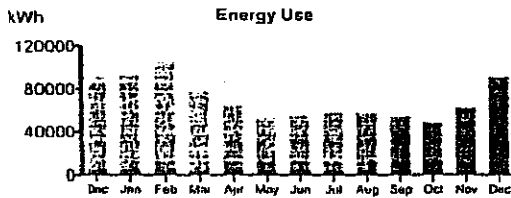
Schedule NH-8

Customer Name : BRIARCLIFF TWO
Service Address : 1201 BRIARCLIFF PARKWAY
Account Number : 6191-98-5754

Page 2 of 2
Billing Date: 12/23/2008

1201 BRIARCLIFF PARKWAY

Large General All Electric - 1LGAE



Comparative Usage Information				
Period	kWh	Days	kWh / day	Total \$ / day
Current	90,720	31	2926.4	\$ 290.15
Previous	62,560	32	1955.0	\$ 192.76
Last year	91,440	33	2770.9	\$ 151.53

Billing Details - service from 11/17/2008 to 12/18/2008

Energy Charge	\$ 3,752.03
Demand Charge @ 330 kW	695.31
Customer Charge	74.02
Facilities Charge @ 336 kW	710.98
subtotal :	\$ 5,232.34
Kansas City franchise fee :	581.37
Missouri state sales tax :	221.07
Clay county sales tax :	45.78
Kansas City sales tax :	124.27
Current Charges :	\$ 6,204.83

Meter	Start Read Date	End Read Date	Days	End Read	(-)	Start Read	(=)	Read Difference	(x)	Meter Multiplier	(=)	Actual kWh Used	Actual kW Demand
02764478	11/17	12/18	31	69762		68628		1134		80		90720	329.6

Contact Information Change Form

Account Number: 6191-98-5754

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.

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 TWO
Service Address : 1201 BRIARCLIFF PARKWAY
Account Number : 6191-98-5754

Due upon receipt : \$ 4,900.96

Page 1 of 2
Billing Date: 11/20/2009

Message Board

Optimize your energy use. Reduce your company's heating and cooling costs with a free, \$300-value, professionally installed Honeywell Internet-programmable thermostat. With it, you can partner with KCP&L to reduce peak electrical demand, while saving on your annual energy usage. For more information, call 1-866-882-4429 or visit www.kcpl.com.

Energize your business ... with energy-saving solutions from KCP&L. Designed with your business in mind, our energy-efficiency rebates can help you improve efficiency in your facilities, save on energy investments and maximize the dollar value of your energy usage. Visit www.kcpl.com or call 1-866-882-4429 to learn more.

Account Summary

for service from 10/19/2009 to 11/17/2009

Previously Billed	\$ 4,928.25
Payment Received 11/05/2009 - Thank you	- 4,928.25
Current Charges (details on back) 1201 BRIARCLIFF PARKWAY	4,900.96
Due upon receipt	\$ 4,900.96
Late charge if received after December 4, 2009	58.68
Amount due with late charge	\$ 4,957.64

DUPLICATE

Please return this portion with your payment. Thank you.

Customer Name : BRIARCLIFF TWO
Service Address : 1201 BRIARCLIFF PARKWAY
Account Number : 6191-98-5754
Billing Date : 11/20/2009

Due upon receipt : \$ 4,900.96
Payment must be received by : December 4, 2009

Amount Enclosed : \$ _____

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changes on back of sub

#BWNJWPF
#4334390027888208#
BRIARCLIFF TWO
C/O THE WINBURY GROUP
4151 N MULBERRY, SUITE 205
KANSAS CITY MO 64116-4600

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

0006191985754000490096000566812040903

17853 INN6

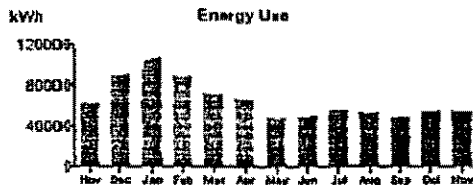
Customer Name : BRIARCLIFF TWO
Service Address : 1201 BRIARCLIFF PARKWAY
Account Number : 6191-98-5754

Page 2 of 2
Billing Date: 11/20/2009

1201 BRIARCLIFF PARKWAY

Large General All Electric - 1LGAE

Billing Details - service from 10/19/2009 to 11/17/2009



Comparative Usage Information			
Period	kWh	Days	kWh / day
Current	54,720	29	1888.8
Previous	55,040	32	1720.0
Last year	62,560	32	1955.0

Energy Charge	\$ 2,704.24
Demand Charge @ 200 kW	485.20
Customer Charge	85.22
Facilities Charge @ 352 kW	858.18
subtotal :	\$ 4,132.84
Kansas City franchise fee :	459.20
Missouri state sales tax :	174.61
Clay county sales tax :	36.16
Kansas City sales tax :	98.15
Current Charges :	\$ 4,900.96

Meter	Start Read Date	End Read Date	Days	End Read	(-)	Start Read	(=)	Read Difference	(x)	Meter Multiplier	(*)	Actual kWh Used	Actual kW Demand
02754478	10/19	11/17	29	78553		77679		884		80		54720	181.2

Contact Information Change Form

Account Number: 6191-98-5754

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.

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 : 4150 N MULBERRY
Account Number : 9086-88-7604

Due upon receipt : \$ 12,155.46

Page 1 of 2
Billing Date: 12/23/2008

Message Board

Building Operator Certification (BOC) now available. BOC is a professional development program for building operators and maintenance staff that offers a series of seven courses on energy and resource efficient operation of buildings. Successful completion of the courses and the certification process may qualify individuals to receive a rebate on a portion of their tuition costs. For more information or to register, go to www.kcpl.com/business/boc.html.

Rein in energy costs. With KCP&L's Custom Rebate Program for commercial and industrial customers, it pays to be energy efficient. The program rewards customers who implement qualifying energy-saving measures. Not only can you receive a rebate, you can also save money on energy costs over the life of the equipment. For more information, visit www.kcpl.com/business/rebates or call 1-800-585-4248.

Happy Holidays. As we finish out this year and look forward to 2009, we'd like to thank you for your business, and wish you a holiday season filled with light and a safe and happy New Year.

Account Summary

for service from 11/17/2008 to 12/18/2008

Previously Billed	\$ 10,703.15
Payment Received 12/01/2008 - Thank you	- 10,703.15
Current Charges <i>(details on back)</i>	
4150 N MULBERRY	12,155.46
Due upon receipt	\$ 12,155.46
Late charge if received after January 6, 2009	137.28
Amount due with late charge	\$ 12,292.74

Please return this portion with your payment. Thank you.

Customer Name : BRIARCLIFF DEVELOPMENT
Service Address : 4150 N MULBERRY
Account Number : 9086-88-7604
Billing Date : 12/23/2008

Due upon receipt : \$ 12,155.46
Payment must be received by : January 6, 2009

Amount Enclosed : \$ _____

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

#BWNJWPF
#63608213228BC238#
BRIARCLIFF DEVELOPMENT
4520 MAIN ST, STE 1000
KANSAS CITY MO 64111-7700

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

0009086887604001215546001372801060904

Schedule NH-9

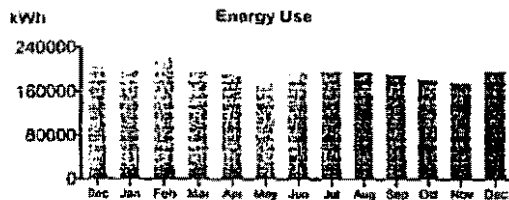
26122 INN6

Customer Name : BRIARCLIFF DEVELOPMENT
Service Address : 4150 N MULBERRY
Account Number : 9086-88-7604

Page 2 of 2
Billing Date: 12/23/2008

4150 N MULBERRY

Large General All Electric - 1LGAE



Comparative Usage Information				
Period	kWh	Days	kWh / day	Total \$ / day
Current	198,000	31	6387.0	\$ 392.11
Previous	174,400	32	5450.0	\$ 330.56
Last year	212,000	33	6424.2	\$ 322.91

Billing Details - service from 11/17/2008 to 12/18/2008

Energy Charge	\$ 7,659.00
Demand Charge @ 552 kW	1,163.06
Customer Charge	74.02
Facilities Charge @ 640 kW	1,354.24
subtotal :	\$ 10,250.32
Kansas City franchise fee :	1,138.92
Missouri state sales tax :	433.08
Clay county sales tax :	89.69
Kansas City sales tax :	243.45
Current Charges :	\$ 12,155.46

Meter	Start Read Date	End Read Date	Days	End Read	(-)	Start Read	(=)	Read Difference	(x)	Meter Multiplier	(=)	Actual kWh Used	Actual kW Demand
02764767	11/17	12/18	31	35107		34612		495		400		198000	552.0

Contact Information Change Form

Account Number: 9086-88-7604

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

Your service address is identified by the following telephone number:

(816) 204-3000

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.

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 : 4150 N MULBERRY
Account Number : 9086-88-7604

Due upon receipt : \$ 13,587.84

Page 1 of 2
Billing Date: 11/20/2009

Message Board

Optimize your energy use. Reduce your company's heating and cooling costs with a free, \$300-value, professionally installed Honeywell internet-programmable thermostat. With it, you can partner with KCP&L to reduce peak electrical demand, while saving on your annual energy usage. For more information, call 1-866-882-4429 or visit www.kcpl.com.

Energize your business ... with energy-saving solutions from KCP&L. Designed with your business in mind, our energy-efficiency rebates can help you improve efficiency in your facilities, save on energy investments and maximize the dollar value of your energy usage. Visit www.kcpl.com or call 1-866-882-4429 to learn more.

Account Summary

for service from 10/19/2009 to 11/17/2009

Previously Billed	\$ 14,844.54
Payment Received 11/05/2009 - Thank you	- 14,844.54
Current Charges <i>(details on back)</i>	
4150 N MULBERRY	13,587.84
Due upon receipt	\$ 13,587.84
Late charge if received after December 4, 2009	153.20
Amount due with late charge	\$ 13,741.04

DUPLICATE

Please return this portion with your payment. Thank you.

Customer Name : BRIARCLIFF DEVELOPMENT
Service Address : 4150 N MULBERRY
Account Number : 9086-88-7604
Billing Date : 11/20/2009

Due upon receipt : \$ 13,587.84
Payment must be received by : December 4, 2009

Amount Enclosed : \$ _____

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

#BWNJWPF
#63608213228BB206H
BRIARCLIFF DEVELOPMENT
4151 N MULBERRY, SUITE 205
KANSAS CITY MO 64116-4600

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

0009086887604001358784001532012040900

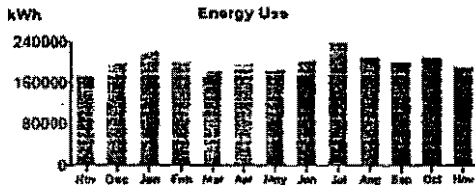
26127 INN6

Customer Name : BRIARCLIFF DEVELOPMENT
 Service Address : 4150 N MULBERRY
 Account Number : 9086-88-7604

Page 2 of 2
 Billing Date: 11/20/2009

4150 N MULBERRY

Large General All Electric - 1LGAE



Billing Details - service from 10/19/2009 to 11/17/2009

Energy Charge	\$ 8,628.78
Demand Charge @ 488 kW	1,183.89
Customer Charge	85.22
Facilities Charge @ 640 kW	1,560.32
subtotal :	\$ 11,458.21
Kansas City franchise fee :	1,273.13
Missouri state sales tax :	434.11
Clay county sales tax :	100.26
Kansas City sales tax :	272.13
Current Charges :	\$ 13,587.84

Comparative Usage Information			
Period	kWh	Days	Total \$ / day
Current	189,200	29	\$ 488.54
Previous	208,800	32	\$ 463.89
Last year	174,400	32	\$ 330.56

Meter	Start Read Date	End Read Date	Days	End Read	(-)	Start Read	(=)	Read Difference	(x)	Meter Multiplier	(=)	Actual kWh Used	Actual kW Demand
02764767	10/19	11/17	29	40687		40224		473		400		189200	488.0

Contact Information Change Form

Account Number: 9086-88-7604

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

Your service address is identified by the following telephone number:

(816) 204-3000

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.