

Exhibit No.:

Issue(s):

Witness:

Type of Exhibit:

Sponsoring Party:

Case Numbers:

Charles A. Cooper

Direct Testimony

Charles A. Cooper

GC-2004-0305

**DIRECT TESTIMONY**

**OF**

**CHARLES A. COOPER**

**FILED<sup>3</sup>**

**JUN 15 2004**

**Missouri Public  
Service Commission**

**CHARLES A. COOPER V. MISSOURI GAS ENERGY**

**Case No. GC-2004-0305**

June 7, 2004

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

Charles A. Cooper, Complainant, )

v. )

Case No. GR-2004-0209

Missouri Gas Energy, Respondent. )

**AFFIDAVIT OF CHARLES A. COOPER**

STATE OF MISSOURI )

) ss


COUNTY OF )

Charles A. Cooper, of lawful age and being first duly sworn, deposes and states:

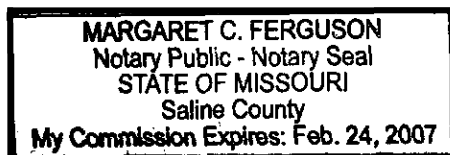
1. My name is Charles A. Cooper. I am a owner/property manager of 6303-6305 Evanston, Raytown, Missouri
2. Attached hereto and made a part hereof for all purposes is my direct testimony consisting of pages 1 through 5. And Schedule CAC 1 through 5
3. I hereby swear and affirm that my statements contained in the attached testimony are true and correct to the best of my knowledge and belief.

  
Charles A. Cooper

Subscribed and sworn to me this 11 day of June 2004.

  
Notary Public

My commission expires Feb. 24, 2007.



DIRECT TESTIMONY  
OF  
CHARLES A. COOPER  
CHARLES A. COOPER V. MISSOURI GAS ENERGY  
CASE NO. GC-2004-0305

1     **Q.     PLEASE STATE YOUR NAME AND ADDRESS.**

2     A.     *CHARLES A. COOPER*

3     **Q.     ARE YOU THE SAME CHARLES A. COOPER WHO FILED A COMPLAINT**  
4     **WITH THE MISSOURI PUBLIC SERVICE COMMISSION THAT HAS BEEN**  
5     **DOCKETED CASE NO. GC-2004-0305?**

6     A.     *YES*

7     **Q.     WHAT IS YOUR EDUCATIONAL BACKGROUND?**

8     A.     *MA, SOUTHEAST MISSOURI STATE UNIVERSITY 1967*

9     **Q.     HOW ARE YOU EMPLOYED?**

10    A.     *YES, NEW HORIZON DEVELOPMENT & MANAGEMENT*

11    **Q.     WHAT IS THE NATURE OF YOUR COMPLAINT AGAINST MISSOURI**  
12    **GAS ENERGY?**

13    A.     *WHEN I ASKED MGE TO HAVE GAS SERVICE CONNECTED FOR 6303-05*  
14    *EVANSTON, RAYTOWN, MO I WAS INFORMED THERE WAS AN*  
15    *OUTSTANDING GAS BILL THAT WOULD HAVE TO BE PAID FOR BY*  
16    *THE LANDLORD.*

17    **Q.     WHEN DID YOUR DISPUTE WITH MGE ARISE?**

18    A.     *ON OR ABOUT THE LAST OF NOVEMBER OR THE FIRST PART OF*  
19    *DECEMBER 2003.*

20    **Q.     PLEASE EXPLAIN THE FACTS AND CIRCUMSTANCES SURROUNDING**  
21    **YOUR COMPLAINT WITH MGE?**

1 A. WHEN I CALLED CUSTOMER SERVICE AND REQUESTED SERVICE FOR  
2 6303-05 EVANSTON IN RAYTOWN, MO, I WAS INFORMED THAT AN  
3 OUTSTANDING GAS BILL WOULD HAVE TO BE RESOLVED BEFORE I  
4 COULD GET SERVICE. I INFORMED THIS PERSON THAT I WAS  
5 REQUESTING SERVICE TO BE PLACED IN MY NAME, LANDLORD, FOR  
6 FIRST TIME SINCE I DID NOT HAVE PRIOR ARRANGEMENT.

7 Q. DO YOU HAVE A LEASE AT 6303-6305 EVANSTON, RAYTOWN, MO?

8 A. YES, JANET BYERS, d/b/a "READY-SET-GO" SCHEDULE 1

9 Q. WERE THE TENANTS AT 6303-6305 EVANSTON RESPONSIBLE FOR THE  
10 UTILITIES?

11 A. YES.

12 Q. WHEN DID YOU FIRST BECOME AWARE OF THE OUTSTANDING GAS  
13 BILL AT 6303-6305 EVANSTON?

14 A. WHILE TALKING TO CUSTOMER SERVICE PERSONAL MRS. SIMMON OF  
15 MGE IT WAS EXPLAINED TO MRS. SIMMON THAT THE TENANT IS  
16 RESPONSIBLE FOR ALL UTILITIES IN THE BUILDING UNLESS OTHER  
17 ARRANGMENTS WERE MADE.

18 Q. WERE THE MGE CUSTOMER REPRESENTATIVES COURTEOUS AND HELPFUL?

19 A. COURTEOUS IN THE SENSE OF THE WORD, AS LISTENER, BUT  
20 CERTAINLY NOT HELPFUL. I WAS JUST REFERRED ON UP THE LINE TO  
21 THE NEXT LISTENING POST.

22 Q. WHAT DID THEY TELL YOU?

23 A. AS A LANDLORD THAT IT WOULD BE MY OBLIGATION TO PAY THE  
24 OUTSTANDING BILL BEFORE ANY GAS SERVICE WOULD BE RESTORED.

25 Q. WHEN DID YOU BECOME AWARE THAT THE TENANT AT 6303-6305  
26 EVANSTON AVENUE HAD TURNED OFF THE GAS?

27 A. I LEARNED ABOUT THE DISCONNECTION OF GAS SERVICE WHEN I  
28 CALLED MGE CUSTOMER SERVICE TO INQUIRE ABOUT GAS SERVICE  
29 FOR 6303-05 EVANSTON IN RAYTOWN.

30 Q. DID YOU AT ANY TIME TURN ON THE GAS SERVICE AT 6303-6305  
31 EVANSTON AVENUE WITHOUT MGE'S KNOWLEDGE?

32 A. NO, ABSOLUTELY NOT.

1 Q. HOW MUCH DOES MGE ASSERT YOU OWE FOR YOUR ALLEGED  
2 UNAUTHORIZED USE OF GAS OCCURRING BETWEEN DECEMBER  
3 2002 AND JUNE 2003?

4 A. \$760.88

5 Q. WHEN DID MGE BECOME AWARE OF THE ALLEGED UNAUTHORIZED  
6 GAS USE AT 6303-6305 EVANSTON AVENUE?

7 A. ACCORDING TO THEIR OWN RECORDS THE METER WAS TURNED OFF  
8 12/18/02 AND BY THEIR OWN RECORD KEEPING SYSTEM UNAUTHORIZED  
9 GAS USAGE STARTED OCCURING ON 1/8/03.

10 Q. HOW LONG DID MGE ALLOW THIS USE OF GAS AT 6303-6305  
11 EVANSTON AVENUE TO CONTINUE?

12 A. ACCORDING TO THEIR OWN METER READING HISTORY FROM 12/18/02  
13 TO 6/19/03. MY CONTENTION IS WHY WAS THE LANDLORD OF THIS  
14 PROPERTY NOT NOTIFIED WITHIN SOME REASONABLE TIME FRAME  
15 WHEN THERE WAS UNAUTHORIZED GAS USAGE?. WHY WAS NO EFFORT  
16 MADE TO ADDRESS THEIR PROBLEM? CAC 3

17 Q. DID MGE AT ANY TIME CONTACT YOU ABOUT YOUR ALLEGED  
18 UNAUTHORIZED USE AT 6303-6305 EVANSTON AVENUE?

19 A. NO. IT WAS BROUGHT TO MY ATTENTION WHEN I MADE A SERVICE  
20 REQUEST TO HAVE GAS SERVICE TURNED ON IN THE LANDLORDS NAME  
21 ON OR ABOUT 12/1/03.

22 Q. MGE STATES YOU HAVE HAD ELECTRIC SERVICE AT 6303-6305  
23 EVANSTON AVENUE, IS THAT CORRECT?

24 A. YES. MARCH 26, 2003 WAS THE DATE I PLACED THE ELECTRICITY IN  
25 MY NAME WITH AQUILA UTILITIES. MGE STATED DATE WAS INCORRECT

26 Q. DOES THIS FACT HAVE ANY BEARING ON THIS MATTER?

27 A. ABSOLUTELY YES. IT WAS BROUGHT TO MY ATTENTION THAT MRS.  
28 BYERS OF "READY-SET-GO" HAD TURNED OFF THE ELECTRICAL  
29 SERVICE BECAUSE SHE WAS ONLY USING THE FACILITY AT THAT TIME  
30 FOR STORAGE AND CHILDREN PLAY AREA DURING INCLIMATE WEATHER.

31 Q. ARE THERE OTHER GLARING INCORRECT STATEMENTS MGE  
32 HAS MADE REGARDING THIS MATTER?

1 A. YES, MGE STATED THAT I HAD THE ELECTRICITY TURNED ON IN MY  
2 NAME AUGUST 2002, WHEN IT WAS TURNED ON IN MY NAME ON  
3 MARCH 26, 2003. MGE ALSO STATES THAT THE PREMISES WAS VACANT  
4 WHEN IT HAD BEEN RENTED FOR THREE YEARS, OCCUPIED BY  
5 READY-SET-GO DAYCARE.

6 Q. WHAT TARIFF PROVISIONS DOES MGE RELY ON TO SUPPORT ITS  
7 UNFOUNDED CLAIM THAT YOU SHOULD BE RESPONSIBLE FOR  
8 THE \$760.88 OF GAS USED AT 6303-6305 EVANSTON AVENUE?

9 A. ACCORDING TO THEIR OWN INVESTIGATION, SECTION 3.02, BY  
10 THEIR OWN DEFINATION, I AM NOT A CUSTOMER.

11 Q. DO YOU BELIEVE THESE TARIFFS SUPPORT MGE'S ASSERTION?

12 A. NO, ABSOLUTELY NOT.

13 Q. DO YOU BELIEVE TARIFF SECTION 3.02 TITLED PRIOR  
14 INDEBTEDNESS OF CUSTOMER APPLIES TO YOU?

15 A. NO.

16 Q. WHY NOT?

17 A. BECAUSE I HAVE NEVER BEEN A CUSTOMER OF, NOR APPLIED FOR  
18 GAS SERVICE PRIOR TO THIS INCIDENT AT THE ADDRESS OF  
19 6303-6305 EVANSTON, RAYTOWN, MO .

20 Q. DO YOU BELIEVE TARIFF SECTION 4.10 ENTITLED FRAUDULENT  
21 USE OF SERVICE APPLIES TO YOU?

22 A. NO. ABSOLUTELY NOT.

23 Q. WHY NOT?

24 A. I DID NOT USE MGE'S GAS NOR DO I KNOW WHO DID USE IT.

25 Q. HOW DOES MGE'S TARIFFS DEFINE CUSTOMER?

26 A. A PER SON OR LEGAL ENTITY RESPONSIBLE FOR PAYMENT FOR  
27 SERVICE EXCEPT ONE DENOTED AS A GUARANTOR. THE TERM  
28 CUSTOMER IS ALSO USED TO REFER TO AN APPLICANT FOR GAS  
29 SERVICE. MGE'S CUSTOMER SERVICE PERSONEL DID NOT ALLOW  
30 ME TO FILL OUT AN APPLICATION FOR SERVICE OR ALLOW ME  
31 THAT COURTESY.

1 Q. DO YOU MEET THE DEFINITION OF CUSTOMER?

2 A. BY MGE'S OWN REFUSAL OF ALLOWING ME TO FILL OUT AN  
3 APPLICATION I WAS REFUSED SERVICE, THEREFORE I HAVE NEVER  
4 BEEN A CUSTOMER AT THIS ADDRESS.

5 Q. DO YOU HAVE IN PLACE, AT 6303-6305 EVANSTON, A STANDING  
6 REQUEST FOR ANY UTILITY SERVICES TO REPORT TO YOUR  
7 HOME IN THE EVENT A TENANT TERMINATES UTILITY SERVICE?

8 A. NO I DO NOT.

9 Q. ARE YOU AWARE OF MGE TARIFF PROVISIONS THAT WOULD  
10 ALLOW YOU TO HAVE GAS SERVICE CONTINUE AUTOMATICALLY  
11 IN YOUR NAME WHEN SERVICE IS TERMINATED AT THE  
12 REQUEST OF THE TENANT?

13 A. YES, SECTION 4.11 ON SHEET R-39 STATES: CAC 5

14 Q. DID YOU HAVE SUCH A CONTRACT WITH MGE AT 6303-6305  
15 EVANSTON AVENUE?

16 A. NO I DID NOT.

17 Q. DO YOU HAVE AN OPINION AS TO WHY MGE DID NOT CONTACT  
18 YOU AT THIS TIME?

19 A. YES, I BELIEVE THEY DID NOT CONTACT ME BECAUSE I WAS NOT  
20 A CUSTOMER AT THIS ADDRESS.

21 Q. HAVE YOU EVER HAD GAS SERVICE DISCONNECTED OR  
22 TERMINATED FOR NON PAYMENT OR UNAUTHORIZED USE OF  
23 GAS?

24 A. NO. ABSOLUTELY NOT

25 Q. WHAT ARE YOU REQUESTING THE COMMISSION TO DO?

26 A. DIRECT MGE TO WITHDRAW THEIR CLAIM OF \$760.88 AGAINST ME.  
27 DIRECT MGE TO PROVIDE SERVICE AT 6303-6305 EVANSTON AVENUE  
28 RAYTOWN, MO. SINCE MGE ACTED CONTRARY TO THEIR OWN  
29 TARIFFS BY DENYING ME GAS SERVICE, HAVE GENERAL COUNSEL  
30 ASSESS THE MAXIMUM PENALTY AND REIMBURSE ME FOR THE  
31 EXPENSES OF THE TWO ELECTRIC HEATERS I HAD TO PURCHASE.

## SCHEDULE

CAC 1	LEASE AGREEMENT
CAC 2	ASSIGNMENT
CAC 3	MGE METER READING HISTORY
CAC 4	SECTION 3.02 ON SHEET NO. R-19 OF MGE'S TARIFF
CAC 5	SECTION 4.11 ON SHEET NO. R-38-39 OF MGE'S TARIFF



Ready - Set - Go



## COMMERCIAL AND INDUSTRIAL LEASE AGREEMENT

THIS LEASE is made as of June 3, 2001, between Douglas C. Swinger ("Landlord"), with an address of P.O. Box 308, Marshall, Missouri 65340 and Ready, Set, Go, Inc. ("Tenant"), with an address of 11304 Blue Ridge Boulevard, Kansas City, Missouri 64134, who hereby agree as follows:

1. **PREMISES.** Subject to the covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the premises (the "Premises") commonly known and numbered as 6200 Evanson in the City of Raytown, County of Jackson, State of Missouri, and further described as: The easterly or rear portion of the premises containing approximately 2,030 square feet together with the right of ingress and egress. DCS 6303 7-3-01

2. **USE OF PREMISES.** The premises will be used only for Child Care Development and related uses, (collectively, the "Permitted Use"). DCS 7-3-01

3. **TERM.** The term of this Lease (the "Term") is for Three (3) years and Zero (0) months, commencing on the 1<sup>st</sup> day of September, 2001, and ending on the 31<sup>st</sup> day of August, 2004.

4. **RENT PAYMENTS.** Tenant shall pay to Landlord One Thousand Five Hundred and 00/100 DOLLARS (\$1,500.00) per month beginning September 1, 2001 through August 1, 2002 and One Thousand Seven Hundred and 00/100 DOLLARS (\$1,700.00) per month beginning September 1, 2002 through August 1, 2003 and One Thousand Nine Hundred and 00/100 DOLLARS (\$1,900.00) per month beginning September 1, 2003 through August 1, 2004 as rent in monthly installments, each due and payable in advance without notice or demand at Landlord's above stated address, or at any other place Landlord designates in writing. The first monthly rent installment of \$1,500.00 will be paid September 1, 2001, and all subsequent monthly rent installments will be due on the 1<sup>st</sup> day of each succeeding month during the Term.

5. **SECURITY DEPOSIT.** Concurrently with its execution of this Lease, Tenant shall deliver to Landlord \$1,500.00 as security for the performance by Tenant of every covenant and condition of this Lease (the "Security Deposit"). Said Security Deposit may be co-mingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's default. If any portion of the Security Deposit is so applied, Tenant, upon demand by Landlord, will deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Should Tenant comply with all of the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to the Tenant promptly after expiration of the term thereof.

6. **POSSESSION AT BEGINNING OF TERM.** Landlord shall use due diligence to give possession as nearly as possible at the beginning of the Term. Rent shall abate pro rata for the period of any delay in giving Tenant possession, but the Term will not be extended as a result of such delay. Tenant will make no other claim against Landlord for delay in obtaining possession.

7. **PROPERTY INSURANCE.** Tenant shall comply with all insurance regulations so the lowest property damage insurance and liability insurance rates may be obtained; and nothing shall be done or kept in or on the Premises by Tenant which will cause an increase in the premium for any such insurance on the Premises or on any building of which the Premises are a part or on any contents located therein, over the rates usually obtained for the proper use of the Premises permitted by this Lease or which will cause cancellation or make void any such insurance.

If, during the Term, the premiums for any property damage insurance maintained by Landlord with respect to the Premises are increased, or if the amount of property damage coverage that must be maintained with respect to the Premises is increased, then Tenant will pay to Landlord, as additional rent, the amount of all such increases in excess of the premium covering the Premises for the policy year 2001 within thirty (30) days after receipt of Landlord's billing statement and demand for payment of the same. The amount payable by Tenant under this section will be pro rated on a per diem basis for the partial years, if any, in which this Lease commences and terminates.

Tenant shall maintain, at all times during the Term, adequate insurance on its personal property used, stored or kept in the Premises.

8. **INDEMNITY AND LIABILITY INSURANCE.** Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through Tenant, its agents, employees, invitees or any person on the Premises by reason of Tenant's use or occupancy or resulting from Tenant's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Tenant shall maintain, at all times during the Term, comprehensive general liability insurance in a responsible insurance company, licensed to do business in the state in which the Premises are located and satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than \$1,000,000 for injury to or death of persons and for property damage. During the Term, Tenant shall furnish Landlord with a certificate or certificates of insurance covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insureds.

9. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance, which consent or consents shall not be unreasonably withheld. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant's assets or otherwise, or by operation of law, shall be deemed an assignment of this lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

10. **SIGNS AND ADVERTISEMENTS.** Tenant shall not place upon nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements whatever, without the prior written consent of Landlord.

11. **CONDITION OF PREMISES AT BEGINNING AND END OF TERM.** Tenant acknowledges Tenant has inspected the Premises and, except as may be provided otherwise in this Lease and without abrogating Landlord's obligations under Paragraph 15 hereof, Tenant accepts the Premises in their present condition.

At the end of the Term, except for damage caused by fire or other perils, Tenant, at Tenant's expense, will (a) surrender the Premises in as good a condition as the Permitted Use will have reasonably permitted, subject to Tenant's obligations stated in Paragraphs 12 and 14 herein; (b) have removed all of Tenant's property from the Premises; (c) have promptly repaired any damage to the Premises caused by the removal of Tenant's property; and (d) leave the Premises free of trash and debris and the building in "broom clean" condition.

12. **MAINTENANCE AND REPAIR BY TENANT.** Except for the obligations imposed upon Landlord in Paragraph 15 hereof, and except for damage resulting from an Insurable Loss, during the Term and at Tenant's sole cost and expense, Tenant will maintain and keep in good order, repair and condition and, when necessary, will replace all parts of the Premises (except those for which Landlord is expressly responsible under the terms of this Lease), including, but not limited to, dock bumpers and other dock equipment and apparatus, utility service lines from the point where they enter the building(s) of which the Premises are a part, interior walls, inside surfaces of exterior walls, fixtures, floor coverings, lighting fixtures, heating, ventilating, air-conditioning, plumbing, sprinkler system, glass, windows, doors, elevator, electrical and other mechanical equipment, appliances and systems, railroad spur track, if any, improvements made by and at the expense of Tenant and Tenant's property, including, but not limited to, Tenant's signs and advertisements. Tenant will police and keep the driveways, approaches, sidewalks, parking areas and adjacent alleys that are a part of the Premises clean, orderly, sightly, unobstructed and free from ice and snow and will keep railroad spur tracks that are a part of the Premises unobstructed. Tenant will regularly water, mow, trim, fertilize and otherwise maintain the lawn, shrubs, plants, trees and other landscaping of the Premises and will prevent water pipes in the Premises from freezing.

13. **LANDLORD'S RIGHT OF ENTRY.** Landlord or Landlord's agent may enter the Premises at reasonable hours to examine the same, to show the same to prospective lenders and purchasers, and to do anything Landlord may be required to do hereunder or which Landlord may deem necessary for the good of the Premises or any building of which they are a part; and, during the last sixty (60) days of this Lease, Landlord may display a "For Rent" sign on and show the Premises.

14. **PARKING LOT MAINTENANCE.** Tenant shall be responsible for maintenance, cleaning, repainting and repairs of the parking areas, driveways, sidewalks and approaches, including snow removal. Tenant will repair all damage to parking areas, driveways, sidewalks and approaches caused by placement or movement of trash containers, truck trailer dollies, trucks, etc. Tenant understands and agrees that no personal property shall be stored in the parking area or anyplace outside of the building without the prior written consent of Landlord.

15. **MAINTENANCE AND REPAIR BY LANDLORD.** Landlord, during the Term and at Landlord's sole cost and expense, will maintain and keep in good repair the roof, exterior walls (exclusive of inside surfaces and glass, windows and doors), gutters, downspouts, foundations and all other structural components of the building(s) of which the Premises are a part, all underground plumbing and sewer lines, and water, gas and electric service lines to the point where such service lines enter the building(s) of which the Premises are a part. Landlord will be under no obligation, and will not be liable for any failure, to make any repairs until and unless Tenant notifies Landlord in writing they are necessary, in which event Landlord will have a reasonable time after notice to make such repairs.

16. **DAMAGE BY CASUALTY.** In case, during the Term or previous thereto, the Premises hereby let, or the building of which said Premises are a part, shall be destroyed or shall be so damaged by fire or other casualty as to become untenable, then in such event, at the option of Landlord, the Term shall cease and this Lease shall become null and void from the date of such damage or destruction and Tenant shall immediately surrender said Premises and all interest therein to Landlord, and Tenant shall pay rent within said Term only to the time of such surrender; provided, however, that Landlord shall exercise such option to so terminate this Lease by notice in writing delivered to Tenant within thirty days after such damage or destruction. In case Landlord shall not so elect to terminate this Lease, this Lease shall continue in full force and effect and Landlord shall repair the Premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose may enter said Premises and rent shall abate in proportion to the extent and duration of untenability. In either event, Tenant shall remove all

rubbish, debris, merchandise, furniture, equipment and other of its personal property, within five days after the request of Landlord. If the Premises shall be but slightly injured by fire or other casualty, so as not to render the same untenable and unfit for occupancy, then Landlord shall repair the same with all reasonable promptitude, and in that case the rent shall not abate. Except as provided herein, no compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Premises, however the necessity may occur.

17. **PERSONAL PROPERTY.** Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of tenant in or about the Premises, regardless of the cause of such loss or damage.

18. **ALTERATIONS.** Tenant shall not make any alterations or additions in or to the Premises without the prior written consent of Landlord.

19. **UTILITIES AND SERVICES.** Tenant shall furnish and pay for all electricity, gas, water, fuel, trash removal and any services or utilities used in or assessed against the Premises, unless otherwise herein expressly provided.

20. **LEGAL REQUIREMENTS.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, including without limitation ADA, OSHA and like requirements, and indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so.

21. **MULTIPLE TENANCY BUILDING.** If the Premises are a part of a multiple tenancy building, the responsibility of Tenant for reimbursements as called for in Paragraphs 7 and 23 of this Lease shall be a percentage of the total increase equal to the percentage of rentable floor space in said building occupied by Tenant. It is agreed Tenant occupies 100% ("Proportionate Share") of the floor space in the building for which the Premises are a part.

Landlord may, with written notice to Tenant, elect to perform and provide certain maintenance and services pertaining to the entire building or area of which the Premises are a part including, but not limited to, landscaping, trash removal, lawn maintenance, common area lighting, water, paving maintenance, maintenance to rail trackage and snow removal, and in such event Tenant shall reimburse Landlord for its Proportionate Share of said maintenance services with fifteen (15) days from the date of Landlord's notice of the amount so due hereunder. Tenant agrees to conduct its business in a manner that will not be objectionable to other tenants in the building of which the Premises are a part, including noise, vibration, odor, trash or fumes. In the event Landlord receives complaints from other tenants in the building and determines, in its sole reasonable judgement, that Tenant is conducting its operations in a manner so as to be objectionable to other tenants, Tenant agrees, upon notice from Landlord thereof, to promptly modify the conduct of its operations to eliminate such objectionable operations.

22. **FIXTURES.** Except for Tenant's property and business fixtures, all buildings, repairs, alterations, additions, improvements, installations and other non-business fixtures installed or erected on the Premises, whether by or at the expense of Landlord or Tenant, will belong to Landlord and will remain on and be surrendered with the Premises at the expiration or termination of this Lease. However, at Landlord's option, Tenant shall remove Tenant's alterations or improvements prior to the expiration of this Lease and return the Premises to their original condition.

23. **INCREASE IN REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** In the event the real estate taxes and installments of special assessments, payable with respect to the Premises during any lease year shall be greater than the amount of such taxes and installments due and payable during the base year of 2001, whether by reason of an increase in tax rate or an increase in the assessed valuation or otherwise, Tenant shall pay to Landlord the full amount of such increase as additional rent within thirty (30) days after notice that the same is due. Should Tenant occupy less than the whole of the property against which such taxes are assessed, Tenant's obligation hereunder shall be limited to its Proportionate Share of such increased taxes and special assessments.

24. **EMINENT DOMAIN.** If the Premises or any substantial part thereof shall be taken under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the Term shall cease and terminate upon the date when the possession of said Premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award, and Tenant shall have no claim against Landlord for the value of any unexpired Term. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises or the building of which the Premises are a part or the land under it, or if the grade of any street or alley adjacent to the Premises is changed by any legal authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Landlord shall have the right to cancel this Lease after having given written notice of cancellation to Tenant not less than fifty (50) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to

share in the condemnation award or in any judgement for damages caused by the taking or the change of grade. Nothing in this paragraph shall preclude an award being made to Tenant for loss of business or depreciation to and cost of removal of equipment or fixtures.

25. WAIVER OF SUBROGATION. As part of the consideration for this Lease, each of the parties hereby releases the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties hereto, and the parties hereto further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

26. DEFAULT AND REMEDIES. In the event: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease; (b) Tenant deserts or vacates the Premises, (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon thirty (30) days prior written notice, excepting the payment of rent or additional rent for which no demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises either with or without process of law, and to expel, remove and put out Tenant or any other persons who might be thereon, together with all personal property found therein; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited to, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecoration, alterations and changes in the Premises; third, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly. No such re-entry or taking possession of said Premises shall be construed as an election of Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach and default. Should Landlord at any time terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Tenant the worth at the time of such termination of the excess of the amount of rent and additional rent reserved in this Lease for the balance of the Term over the then reasonable rental value of the Premises for the same period. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. In case it should be necessary for Landlord to bring any action under this Lease, to consult or place said lease or any amount payable by Tenant hereunder with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord, Landlord's reasonable attorney's fees.

27. WAIVER. The rights and remedies of Landlord under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Landlord of any breach or breaches, default or defaults of Tenant hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Landlord of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Landlord after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

28. TOXIC OR HAZARDOUS MATERIALS. Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Landlord. Tenant, at its sole cost, will comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for and will defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located

on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. Tenant's obligations under this paragraph will survive the termination of this Lease.

29. REAL ESTATE COMMISSION. Block and Company, Inc., the REALTOR(S) identified in the "Agency Disclosure(s)" attached to and hereby incorporated into this Lease, is(are) the only real estate broker(s) involved in representing or procuring the parties to this Lease.

Upon complete execution of this Lease by both Landlord and Tenant, Landlord will pay the REALTOR(S) a leasing commission of six percent (6%), pursuant to the agreement between Landlord and REALTOR(S).

Upon execution of any extensions or renewals of this Lease, or expansions of the Premises, a commission of six percent (6%) shall also be paid by Landlord to the above named REALTOR(S) on all rentals to be received for any extensions or renewals of the Term and on all increases in the amount of rent due Landlord as a result of any enlargement of the Premises. If the Premises are purchased by Tenant during the Term, Landlord will pay such REALTOR(S) a sales commission of six percent (6%).

Any party to this Lease through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Lease from any other loss, liability, damage, cost or expense including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim.

30. NOTICES. Any notice hereunder shall be sufficient if sent by certified mail, addressed to Tenant at the Premises, and to Landlord where rent is payable.

31. SUBORDINATION. In the event Landlord holds title to said Premises by virtue of a lease, then this sublease is and shall remain subject to all of the terms and conditions of such underlying lease, so far as shall be applicable to the Premises. This Lease shall also be subject and subordinate in law and equity to any existing or future mortgage or deeds of trust placed by Landlord upon the Premises or the property of which the Premises form a part.

32. SUCCESSORS. The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any rights in the assignee or subtenant of Tenant.

33. QUIET POSSESSION. Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such party's ownership of the Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

34. BANKRUPTCY. Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

35. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally.

36. SUBORDINATION. Tenant shall attorn to any successor to Landlord upon request and to execute any documents reasonably required or appropriate to effectuate such an attornment, or the subordination aforesaid, upon written notice thereof, and Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead to execute all such documents in accordance therewith.

37. ESTOPPEL CERTIFICATES. Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or of the business of Landlord.

DCS  
9-3-01

~~This lease is contingent on Lessee receiving a commitment for financing and necessary permits for the operation of its business on or before thirty (30) days from the date of execution of this lease and funding contingent~~

39. OPTION TO RENEW. Provided Tenant is fully operating its business in the Premises and shall not be in default hereunder, Tenant shall have the option to extend the term of this Lease for an additional term of three (3) years, upon the same terms and conditions herein contained, except that the monthly rent shall be One Thousand Nine Hundred and 00/100 DOLLARS (\$1,900.00) for the entire option term. Tenant shall notify Landlord in writing of its election to exercise this option at least ninety (90) days prior to the expiration of the then existing term hereof.

IN WITNESS WHEREOF, said parties hereto subscribed their names. Executed in three (3) originals.

LANDLORD  
DOUGLAS C. SWINGER

BY:

Douglas C. Swinger

TITLE:

Owner

DATE:

7-3-01

TIME:

4:30 PM

TENANT  
READY, SET, GO, INC.

BY:

Janet L. Byers

TITLE:

President

DATE:

6/29/01

TIME:

3:10 PM

INDIVIDUAL GUARANTOR:

BY:

Janet L. Byers  
Janet L. Byers

DATE:

6/29/01

TIME:

5:10 PM

Catherine L. Swinger  
WITNESS

## AGENCY/BROKERAGE RELATIONSHIPS DISCLOSURE ADDENDUM

Signatures on this form acknowledge disclosure of brokerage relationships only. This form must be signed no later than the time of the contract. Signatures do not create any legal obligation to either buyer or seller.

**SELLER/LANDLORD:** Douglas C. Swinger

**BUYER/TENANT:** Ready, Set, Go, Inc.

PROPERTY: ~~0000~~ Evanston, Raytown, Missouri

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS.

**SELLER**  
Licensee assisting  
Seller/Landlord is  
acting in capacity of a:  
(Check Only One)

**APPLICABLE SECTIONS  
MUST BE CHECKED & COMPLETED  
FOR BOTH SELLER & BUYER**

**BUYER**  
Licensee assisting  
Buyer/Tenant is  
acting in capacity of a:  
(Check Only One)

<input checked="" type="checkbox"/>	<p><b>Designated Seller/Landlord Agent:</b>          Licensee has been designated by Broker to act as legal agent for Seller/Landlord only. Broker is acting in a limited capacity (Transaction Broker if the property is in Kansas).          Licensee does not represent Buyer/Tenant.</p>	<input type="checkbox"/>
<input type="checkbox"/>	<p><b>Designated Buyer/Tenant Agent:</b>          Licensee has been designated by Broker to act as legal agent for Buyer/Tenant only. Broker is acting in a limited capacity. (Transaction Broker if the property is in Kansas.)          Licensee does not represent Seller/Landlord.</p>	<input type="checkbox"/>
<input type="checkbox"/>	<p><b>Transaction Broker:</b>          Broker and his/her affiliated licensees assist one or more parties without being an agent or advocate of the interests of that customer.</p>	<input type="checkbox"/>
<input type="checkbox"/>	<p><b>Seller/Landlord Sub-Agent only:</b>          Buyer/Tenant is not represented.</p>	<input type="checkbox"/>
<input type="checkbox"/>	<p><b>Seller/Landlord Agent Only:</b>          Licensee and Broker are acting as agent of the Seller/Landlord only.          Licensee does not represent Buyer/Tenant customer.</p>	<input type="checkbox"/>
<input type="checkbox"/>	<p><b>Buyer/Tenant Agent Only:</b>          Licensee and Broker are acting as agent of the Buyer/Tenant only.          Licensee does not represent Seller/Landlord customer.</p>	<input type="checkbox"/>
<input type="checkbox"/>	<p><b>Disclosed Dual Agent: (Missouri properties only)</b>          Broker, Listing, and Selling licensees are all acting as agents for both Buyer/Tenant and Seller/Landlord          (Note: a separate Dual Agency Disclosure form is required.)</p>	<input type="checkbox"/>

**PAYMENT OF COMMISSION:**

Brokerage fees will be paid at the closing of this transaction as follows: (check applicable paragraph)

- ☒ **Seller/Landlord to pay all Brokerage Fees** from the Seller's funds at closing according to the terms of the listing or other commission agreement.
- ☐ **Division of Brokerage Fees.** Seller/Landlord's agent/transaction broker, if any, will be paid from the seller's funds at closing according to the terms of the agency contract or transaction broker agreement. Buyer/Tenant's agent or transaction broker will be paid from the buyer's funds at closing according to the terms of the buyer/tenant contract or transaction broker agreement.

**SIGNATURES:** By signing this addendum, Seller/Landlord and Buyer/Tenant acknowledge the following:

If Known Property: The agency relationships described herein were previously disclosed orally to each of them and/or their respective agents. Seller and Buyer also acknowledge that the ~~brokerage relationship disclosure~~ Pamphlet has been furnished to them. (Pamphlet is not required to be given on four or more units of commercial properties). -OR-

**It Missouri Property:** The brokerage relationships described herein were disclosed to the Seller/Landlord and/or Buyer/Tenant or their respective agents and/or transaction brokers no later than the first showing, upon first contact, or immediately upon the occurrence of any change to that relationship. Seller and Buyer also acknowledge receipt of the Broker Disclosure Form.

SELLER/LANDLORD Douglas Swings 7-3-01 DATE

Janet C. Jones 6/29/6

**SELLER/LANDLORD**

DATE \_\_\_\_\_

**BUYER/TENANT**

DATE \_\_\_\_\_

The signatures below are for the purpose of confirming the brokerage relationship described herein.

\_\_\_\_\_  
Licensee Assisting Seller/Landlord

\_\_\_\_\_  
DATE

Licensee Assisting Buyer/Tenant	DATE
---------------------------------	------

## CAC 2

### ASSIGNMENT OF LEASES

THIS ASSIGNMENT is made and entered into this 2nd day of July 2001, by and between Douglas C. and Catherine A. Swinger ("First Party") and Charles A. and Patricia J. Cooper ("Second Party"),

WITNESSETH:

WHEREAS, First Party has sold, assigned, transferred and conveyed to Second Parties the real estate known and numbered as 6303-09 Evanston, Raytown, Missouri; and

WHEREAS, First Party has heretofore leased and demised said real estate to American Federation of Teachers (6309) Ready, Set, Go, Inc. (6303), (the "Lessees") pursuant to the leases which are hereinafter set forth; and

WHEREAS, First Party has agreed to assign and transfer its leasehold estate under said leases to Second Party, and Second Party have agreed to accept such assignment and to assume First Party's obligations thereunder.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the parties hereto agree as follows:

1. First Party hereby assigns and transfers to Second Party, their heirs and assigns, all of First Party's right, title and interest in and to the leases dated February 5, 2001 and June 5, 2001, respectively (the "Leases"), wherein First Party and the said Lessees are landlord and tenants, respectively.

2. First Party hereby warrants and represents that the Leases is in full force and effect; that the Leases have not been modified or amended; that the tenants thereunder have made all monthly payments of rent and other charges due under the Leases to and including the payment most recently due and payable; and that First Party has not sent to such tenants any notice of default and no event has occurred which, with the giving of notice or the passage of time or both, might constitute an event of default under the Leases.

3. First Party does hereby covenant and agree to assume and discharge all of First Party's obligations as landlord under the Leases accruing prior to the date hereof, and to indemnify and hold harmless the said Second Parties therefrom.

4. Second Parties do hereby covenant and agree to assume and discharge all of First Party's obligations as landlord under the Leases



accruing from and after the date hereof, and to indemnify and hold harmless the said First Party therefrom.

5. The provisions of this assignment shall be effective as the date thereof, and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

FIRST PARTY:

Douglas C. Swinger  
Douglas C. Swinger

Catherine A. Swinger  
Catherine A. Swinger

SECOND PARTY:

Charles A. Cooper  
Charles A. Cooper

Patricia J. Cooper  
Patricia J. Cooper

## CAC 3

- What is the meter reading history here from 12/18/02-6/19/03?

06/19/03	183	3733	Q	24	X Meter removed
06/14/03	178	3734	S		V Meter locked for UBG
06/06/03	170	3732	Q	24	N
05/07/03	140	3732	Q	24	N
04/07/03	110	3722	O	24	N
03/07/03	79	3636	Q	24	N
02/06/03	50	3322	O	24	N
01/08/03	21	2939	O	48	N CSS Identifies UBG
12/18/02	12	2928	S		F Meter Turned Off
12/06/02	31	2819	O		N

Missouri Gas Energy,  
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3. SUPPLYING GAS SERVICE

- 3.01 AVAILABILITY: Company will supply gas service in accordance with its rate schedules and these General Terms and Conditions for Gas Service on file with and approved by the Commission.

Except as otherwise provided in Sections 9 and 10 herein, or unless special arrangements have been made between customer and Company, gas service will be supplied by Company under an available rate schedule only at such premises as are adjacent to Company's existing distribution facilities which are adequate and suitable to supply gas service for the requirements of customer. Company shall not be required to furnish gas service at a pressure in excess of 7 inches water column.

Upon the request of any interested person, Company will furnish information regarding the location and size of its distribution mains and the character of service available at any location.

- 3.02 PRIOR INDEBTEDNESS OF CUSTOMER: Company shall not be required to commence supplying gas service if at the time of application, the applicant, or any member of applicant's household (who has received benefit from previous gas service), is indebted to Company for such gas service previously supplied at the same premises or any former premises until payment of such indebtedness shall have been made. This provision cannot be avoided by substituting an application for service at the same or at a new location signed by some other member of the former customer's household or by any other person acting for or on behalf of such customer.

DATE OF ISSUE January 7 1994  
month day year

DATE EFFECTIVE February 1 1994  
month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

## CAC 5

- 4.11 **TERMINATION OR DISCONTINUANCE OF SERVICE BY CUSTOMER:** Unless otherwise provided by contract, a customer may request discontinuance of service upon giving 3 days (Sundays and legal holidays excluded) notice by phone or in writing mailed or delivered to Company at its office. Customer shall be liable for all service supplied to the premises, to which the notice of discontinuance is applicable, up to the date specified therein provided that such date gives Company at least 3 days in which to effect a turn off. Final gas bills resulting from termination or discontinuance of service are due and payable upon presentation.

In the event that customer fails to give notice of discontinuance of service to Company, customer shall continue to be liable for gas service supplied to the premises until such time as Company receives a service request from a new occupant or owner of the premises.

The owner of rental property may contract in writing for gas service to be continued automatically in the owner's name, with full responsibility for payment for all gas thereafter delivered, when service is terminated at the request of the tenant. No such contract providing for automatic continuation of service shall be for a lesser initial term than one year, and shall continue in effect thereafter until terminated by either party upon 30 days written notice; provided, however, that such contract may be terminated during the initial term upon notification in writing to Company that the owner has sold said rental property.