

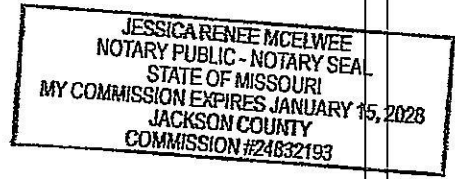
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessica Renee McElwee

My commission expires January 15, 2028



NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing.

This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

□

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT

By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

- The legal duty to act solely in the interest of the principal and to avoid conflicts
- The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse. In addition to criminal prosecution, you may also be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this power of attorney.

Date: 12-11-2024

Kyhl-L. Pull
Signature of Agent

Kyland-L Powell
Print Name of Agent

Lamont Bey
Signature of 2nd Agent

Lamont Bey
Print Name of 2nd Agent

MEMORANDUM OF TRUST

for

- KYLAND LAMONT POWELL ESTATE TRUST -

(A private unincorporated irrevocable "Common-law" trust)

To all to whom these presents shall come, Greetings: This Memorandum of Trust for the KYLAND LAMONT POWELL ESTATE TRUST (the "Trust") shall be considered legal notice as evidence of the existence of the foregoing Declaration of Trust under Agreement, executed 6th day of March, 2020 by and among KYLAND LAMONT POWELL, CAPITAL, the "Grantors" (a Disregarded Entity separate from its Owner) and Kyland Lamont Powell, the "Trustees".

Whereas, the Grantors for and in consideration of the covenants contained therein, hereby irrevocably assigns, transfers, conveys, and delivers all assets whether real or personal and other such valuable consideration as now owned or in the future may so be transferred unto the Trust, IN FEE SIMPLE to own and possess full and absolute rights, titles, and interest to property called "Trust Assets" more particularly described in the attached hereto and made a part hereof "Schedule A", for the purposes and use of its Beneficiary.

Whereas, the Beneficiaries shall be known as "Kyria Leandrew Powell, Kaihani Elizabeth Powell, Karsyn Lanae Powell, Khloe Leani Powell and its heirs, legatees, successors, and assigns as a whole and not as any individuals thereunder the Trust.

Whereas, the Trustees in their fiduciary capacity in Office, hereby accepts and acknowledges to manage, hold, control, maintain, and direct trust assets pursuant to the terms and conditions as set forth in the Declaration of Trust.

Now, therefore, any person or parties may rely upon this Memorandum of Trust as evidence of the existence of said Declaration of Trust, and is relieved of any obligation to verify that any transaction entered into by a Trustees thereunder is consistent with the terms and conditions of said Declaration of Trust, with or without specifying any change in Trustees. With the help of God this Memorandum of Trust shall continue in full force and perpetuity until otherwise terminated.

By: [Signature]

Name: Lamont Yisrael Bay
Title: TRUSTEE

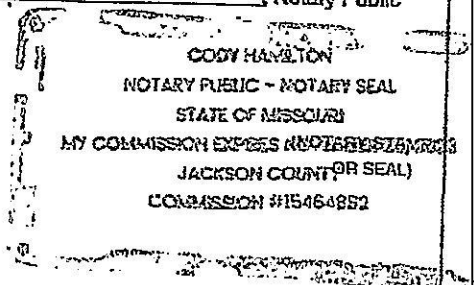
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

In the United States of America)
 } SS.-
Land of North America)

On this 6th day of March in the year 2020, the Grantors named above, personally appeared before me and acknowledged to me on the basis of satisfactory evidence that he or she executed the same in his or hers stated capacity, and that by his or hers signature on this Memorandum of Trust is the person or entity upon behalf of which the person signed is a free and voluntary act and deed for the purposes and upon the terms and conditions hereinafter set forth.

Date: 03-07-2023 By: [Signature] Notary Public

My Commission Expires: Nov 25, 2023



Under the Common Laws of the United States of America

- KYLAND LAMONT POWELL ESTATE TRUST - (cont)

-SCHEDULE A-

"TRUST ASSETS"

(Real or Other Personal Property held in Trust)

- (a) **Accounts:** All accounts, social security accounts, master accounts, escrow accounts, securities account, margin accounts, asset accounts, demand deposit accounts, saving accounts, custodial accounts, account payable, closed accounts, accounts of trust, account receivables, and or other receivables which is maintained at any bank, financial and or depository institution, leases and lease payments, contract rights, chattel paper, instruments and documents, items in the process of collection and their proceeds, security entitlements, and notes; any other obligations or indebtedness owed to Grantor from whatever source arising; all rights of Grantor to receive any performance or any payments in money, securities, or kind; all guaranties of the foregoing and insurance policies and proceeds relating thereto, or all rights of Grantor as an unpaid seller of goods and services, including, but not limited to, the rights to stoppage in transit, replevin, reclamation, and resale; and all of the foregoing whether now owned or existing or hereafter created or acquired or arising.
- (b) **Inventory:** All inventory including without limitation all goods, merchandise, raw materials, goods in process, finished goods, findings or component materials, and all supplies, incidentals, goods, offices supplies, software, packaging materials, and any and all goods or items used or consumed in the operation of the business of Grantor or which contribute to the finished products or to the sale, promotion and shipment thereof, without exception now owned or hereafter acquired by Grantor and held for sale, lease or resale or furnished or to be furnished under contracts of service, or used or consumed in Grantor business and all documents of title evidencing any part of any of the foregoing accounts, contract rights, security agreements, court cases/accounts, notes, drafts, acceptances, banker acceptance, promissory notes, negotiable instruments, instruments and chattel paper, all returned or repossessed goods arising from or relating to any contract rights, accounts or other sale or disposition of inventory all wherever located; as well as products, accessions and all cash and non-cash proceeds, immediate or remote, of any sale or other disposition of any of the foregoing.
- (c) **Equipment:** All now owned or hereafter acquired equipment, parts, computers, including hardware and software, machinery, furnishing, fixtures, tools, aircraft, vessels and vehicles of every kind and description, all parts and accessories for and relating to all of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering all of the foregoing, all property received wholly or partly in trade or exchange for all of the foregoing, and all rents, revenue, issues, profits, accessions, proceeds, arising from the sale, lease, rent, license, encumbrance, collection, use or any other temporary or permanent disposition of, all of the foregoing or any interest therein.
- (d) **General Intangible and Other Property:** All chose in action and cause of action, general intangibles and all other personality rights or intellectual property of the Grantor of every kind and nature now owned or hereafter acquired by Grantor or arising, including, without limitation, corporate or other business records, all books, ledger, books of accounts, records, symbols, royalties, commercial energy, writings, signatures, endorsements, autographs, signature cards, affixed seals, authentications, data bases, information and other property of Grantor, inventions, designs, blueprints, plans specification, patents, patent applications, inventions, service mark, trademarks, trade names including without limitation; any and all derivative therefrom, trade secrets, processes, formulas, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, any swap, hedging or derivatives agreements, rights, insurance proceeds, pension and insurance surpluses, and any letter of credit, bonds, guarantee, fungible commodities, claims, security interest or other security held by or granted to Grantor to secure payment by an account debtor of any of the accounts of Grantor.
- (e) **Additional Rights and Entitlements:** All rights under all licenses, permits, leases, rents, deeds, warrants, Security Agreements, contracts, UCC-1 Agreements, governmental approvals, franchises, certificates of titles, applications for any of the foregoing, renewals, of any of the foregoing, and similar rights or privileges.
- (f) **Dividends and Securities:** (i) All dividends, cash, securities, instruments and other property from time to time paid, payable or otherwise distributed to Grantor in respect of or in exchange for any shares or other capital stock, or trust, partnership or limited liability company interest including without limitation; (ii) all investment property, trust certificates, certificated securities, certificate of stock, certificates of deposits, uncertificated securities, security entitlements, financial assets (all as defined under UCC Article 8), CUSIP numbers, hedging contracts, options contract, and futures contract; (iii) any and all distributions made to Grantor in respect of any such shares or capital stock splits, or pursuant to a merger or consolidation or otherwise, or any substitute security issued to Grantor upon conversion, reorganization or otherwise; and (iv) any and all other property hereinafter delivered to Grantor or Secured Party(ies) in substitution for or in addition to any of the foregoing including without limitation, all securities issued pursuant to any shareholder agreement, stock purchase agreement, partnership agreement, trust agreement or indenture, limited liability company operating agreement, stock purchase rights or other agreement to which Grantor may now or hereafter be a party, all certificates and instruments representing or evidencing such property and all cash, securities, bonds, interest, dividends, rights, and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof.
- (g) **Property in Possession:** All Grantor real or other personal property in possession of the " KYLAND LAMONT POWELL ESTATE TRUST ".



UCC FINANCING STATEMENT

File Number 202007100000365552
Date Filed 07/11/2020
John R. Ashcroft
Secretary of State

A. NAME & PHONE OF CONTACT AT FILER (optional)
Lamont Bey 816-299-5551

B. E-MAIL CONTACT AT FILER (optional)
iselfambosslc@gmail.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Lamont Bey
14608 E 96th St
Kansas City
Missouri
United States
64149

FOLLOW INSTRUCTIONS
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1.1 DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME	1c. FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIALS		SUFFIX
Powell	Kyland	L		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
3710 Park Ave		Kansas City	Missouri	64109
				COUNTRY
				United States

3.1 SECURED PARTY'S NAME: Assignor <input checked="" type="checkbox"/>				
1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME	1c. FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIALS		SUFFIX
Bey	Lamont	Y		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
1004 Quindaro Blvd		Kansas City	Kansas	66104
				COUNTRY
				United States

4. Collateral: This financing statement covers the following collateral:
Dodge Ram 1500 2011 VIN#1D7RB1CT4BS515061
United States Of America DEPARTMENT OF STATE File # 19045598-1
State of Missouri Articles Of Organization File # LC1714740 Reference # SR51576

5. Check only if applicable and check only one box: held in trust (See UCC1Ad, item 17 and instructions) being administered by a decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A debtor is a transmitting utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable) Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee / Licensor

8. OPTIONAL FILER REFERENCE DATA

MISCELLANEOUS:

STATE OF MISSOURI

KYLAND LAMONT POWELL ESTATE, Complainant
GC-2025-0021

Case Number:

Vs.

Spire Missouri Inc. d/b/a Spire, Respondent

RESPONSE TO RESPONDENT REQUEST FOR DENIAL

INTRODUCTION:

COMES NOW, Kyland-Lamont: POWELL a Living Breathing Free Spirit Man of Sound Mind and Good Faith, who is competent and is the Age of Majority with the capacity to Contract and handle legal affairs, I Reserve All Rights and Waive None. I am the **Guarantor / Attorney in Fact** for ALL CAPS Persons, **KYLAND L POWELL (legal Fiction)**, As I am the Executor/ Beneficiary over the **KYLAND LAMONT POWELL ESTATE AND TRUST**. I hereby respectfully, request this Commission to do it Fiduciary Duty and to thoroughly investigate all sectors of the Respondent Financial Practices when it comes to Utilizing Consumers Social Security Numbers to open accounts with Spire. As The Estate is the Legal Title Owner and Lien Holder over the Legal Fiction name, When the SSN was provided to Spire, which is the Estates Collateral Asset, The Application then became a Bond to Guarantee Payment for Future services or Obligations.

FACTS OF THE MATTER

1. When dealing with an Estate, the executor or administrator has the legal authority to manage the estate's assets to settle debts and pay for ongoing expenses, including utilities for properties still owned by the estate.
2. As Executor of the Estate, I am not here to have a "**ARGUMENT**" I am here to declare that there is Error on behalf of the Contract/Agreement with the Respondent and to point out the Fraud being committed against the Estate and I am demanding to have this matter corrected and to find a resolution for both parties to agree on in a fair and equitable manner.

3. As previously stated in the original complaint, the Respondent had accepted and honored the first original tender of payment which was a registered security instrument that was processed and credited to the account, which is the correct and lawful way to perform bills of exchange. I am demanding that the Respondent continues to honor my performance, which they have dishonored all other tender of payments made to them.
4. Under **Chapter 386** and **Chapter 393 of the Revised Statutes of Missouri (RSMo)**, which govern public utilities, the Respondent is required to maintain fair and reasonable practices concerning payment acceptance, billing, and customer service. The abrupt refusal of a previously accepted form of payment without prior notice or a valid reason is deemed as a violation of the consumer protections afforded under these statutes.
5. The Respondent most recent response has requested the Commission to "Deny" a rehearing, when there has not even been an official hearing, and ignores the multiple claims of fraud and violations that goes to show that the Respondent's counsel of record demonstrates a lack of gravitas and fail to recognize the full magnitude of the circumstances.
6. By accepting the tender of payment in one billing cycle and dishonoring the same payment method in the following cycle, the Respondent appears to be engaging in inconsistent billing practices. As a regulated public utility, Spire is required to follow transparent, fair, and consistent billing practices. Arbitrarily refusing a payment method that was previously accepted without giving adequate notice or rationale is a violation of the principles of good faith and fair dealing, which are embedded in utility law and the regulatory framework governing public utilities in Missouri.
7. The refusal of payment after it had been previously accepted may also constitute a violation under the **Uniform Commercial Code (UCC)**, which governs commercial transactions. Under **UCC Article 3**, a party that dishonors a negotiable instrument without proper cause may be subject to legal liabilities for breach of contract or improper rejection of payment.

REQUEST FOR ACTION

• While the Missouri PSC does not have direct jurisdiction over securities fraud, the fraudulent activities of a utility company, when tied to its financial practices and resulting in harm to consumers through increased rates or diminished service quality, fall squarely within the PSC's regulatory purview. Securities fraud may be handled by the **Missouri Secretary of State's Securities Division** or the **Securities and Exchange Commission (SEC)**, but the impact of such fraud on utility rates and services is a matter for the PSC to address.

- I respectfully request for PSC to Review all rate adjustments tied to any financial misconduct and disallow the recovery of any costs that were not prudently incurred.
- Take corrective action, including ordering refunds, imposing sanctions, and ensuring future compliance with PSC standards and regulations.
- **Pursuant to the Missouri Sunshine Law (RSMo Chapter 610)**, I previously requested oath of offices and surety bonds by all public servants participating in this complaint. After receiving a response from the PSC Secretary, I was told that none of the employees are required to have a bond. As The PSC SHOULD be aware, **RSMo 107.010** outlines the obligation of public officials, including members of the Public Service Commission, to obtain surety bonds prior to assuming or continuing in their official duties. These bonds serve as a safeguard to ensure that public officials conduct their responsibilities with integrity and in full compliance with the law. The purpose of this statute is to provide financial protection to the public by holding officials accountable for their actions while in office.
- Failure to adhere to these requirements carries significant consequences. Under **RSMo 107.010**, the surety bond provides a mechanism for the public or relevant parties to seek compensation should any official act in a manner that results in negligence, misconduct, or other violations of their duties. The law ensures that public servants are held financially accountable for any potential wrongdoing.
- As officials of the Missouri Public Service Commission, you are entrusted with the responsibility of regulating industries that are vital to the welfare of Missouri residents. It is imperative that all PSC officials comply with the surety bond requirements, as failure to do so could expose the Commission—and its individual members—to legal and financial liabilities. Such liabilities could arise if it is found that an official's actions have not been in accordance with their legal responsibilities, resulting in harm to the public.
- I respectfully request that all necessary measures be taken to ensure compliance with RSMo 107.010 and that all current and future members of the Missouri Public Service Commission fully understand their obligations under this statute. In doing so, the PSC can continue to carry out its essential functions in a manner that is transparent, ethical, and in accordance with the law.

Conclusion

In light of these request, and after providing enough significant evidence based on this matter, I believe if the PSC does its Fiduciary Duty by upholding its oath to Missouri's Constitution by going over and thoroughly reviewing all of the evidence and information provided along with understanding the importance of Spire truly complying with all of its Regulations and Codes they are to adhere to, and by violating one of them indirectly affects all of its regulations, PSC will see that this matter is within their jurisdiction to