

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 07

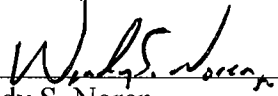
In the County Commission of said county, on the 28th day of August 20 07

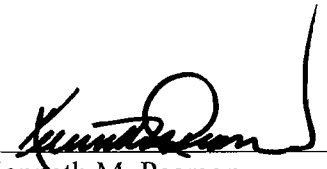
the following, among other proceedings, were had, viz:

Now on this day the Boone County Commission does approve the request by Adam and Kimberly Rosenfelder to rezone from A-1 (Agriculture) to A-1P (Planned Agriculture) on 10.18 acres located at 23800 N Jefferson, Centralia.

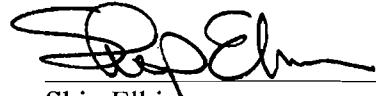
Done this 28th day of August, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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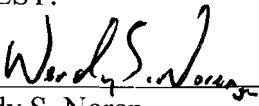
28th day of August 20 07

the following, among other proceedings, were had, viz:

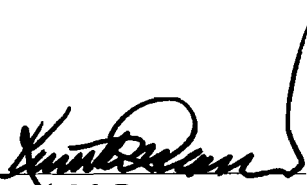
Now on this day the Boone County Commission does approve the request by Adam and Kimberly Rosenfelder to approve the Review Plan for Rosenfelder Planned Agricultural Development on 10.18 acres located at 23800 N Jefferson, Centralia.

Done this 28th day of August, 2007.

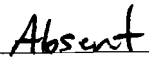
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Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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Term. 20 07

In the County Commission of said county, on the 28th day of August 20 07
the following, among other proceedings, were had, viz:

Now on this day the Boone County Commission does hereby **approve** the petition by Kenneth L. Pennington and Misti Knight to vacate and re-plat Lot A, Sidoniah Smith Acres.

Said vacation is not to take place until the re-plat is approved.

Done this 28th day of August, 2007.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

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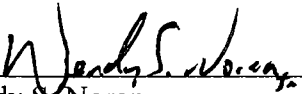
In the County Commission of said county, on the 28th day of August 20 07
the following, among other proceedings, were had, viz:


Now on this day the Boone County Commission does receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:


1. Hidden Valley Estates Block 1. S23-T45N-R12W. A-2. GEM Property LLC, owner. Steven R. Proctor, surveyor.
2. Martha's Grove Plat 1. S3-T47N-R12W. R-SP. Martha L. Straub Trust, owner. Jay Gebhardt, surveyor.

Done this 28th day of August, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
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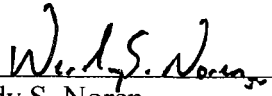
In the County Commission of said county, on the 28th day of August 20 07


the following, among other proceedings, were had, viz:

Now on this day the Boone County Commission does hereby approve the agreement for Cost-Share for installing a pervious paver driveway and raingarden. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 28th day of August, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
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Skip Elkin
District II Commissioner

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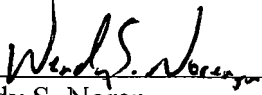
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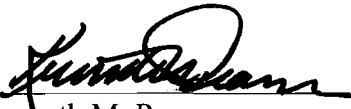
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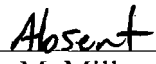
Now on this day the Boone County Commission does hereby approve the agreement with Mary and/or William Stephenson for Cost-Share for installation of Alternative On-site Sewer System and System Maintenance. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

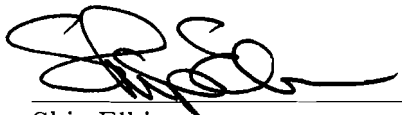
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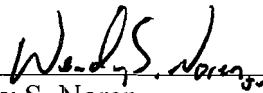
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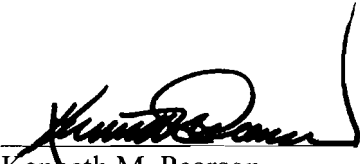
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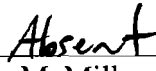
Now on this day the Boone County Commission does hereby approve the agreement with John and/or Susan Bauer for Cost-Share for installation of Alternative On-site Sewer System and System Maintenance. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

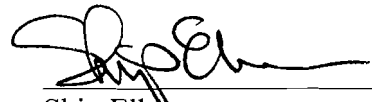
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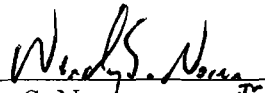
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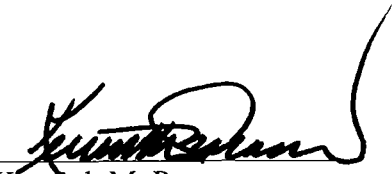
Now on this day the Boone County Commission does hereby approve the following budget amendment:

Department	Account	Department Name	Account Name	Decrease	Increase
1190	91800	Non-departmental	Land		\$363,550
1190	91200	Non-departmental	Building		\$321,950
			TOTAL		\$685,500

Done this 28th day of August, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
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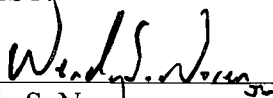
28th day of August 20 07

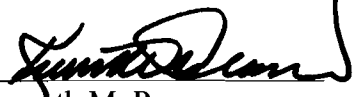
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the contract with Turner and Elder Properties for the purchase of 613 E. Ash Street. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

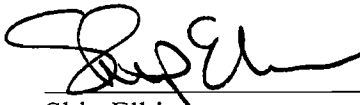
Done this 28th day of August, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REAL ESTATE SALES CONTRACT

THIS CONTRACT (the "Contract"), made and entered into effective this 31st day of July, 2007, (the "Effective Date") by and between TURNER AND ELDER PROPERTIES, a Missouri Partnership (herein collectively called "Seller"); and BOONE COUNTY, MISSOURI, a political subdivision of the state of Missouri, through its County Commission ("Buyer"); certain of whom and all of whom are at times herein referred to respectively as "Party" or "Parties";

IN CONSIDERATION of the mutual covenants herein contained and the reliance to be thereto accorded, the Parties hereto agree as follows:

(1) The Seller agrees to sell and convey to Buyer; and Buyer agrees to buy and take from Seller; the following described real estate, located and situated in Boone County, Missouri (the "Subject Property"), together with all improvements and fixtures thereon, including, if any, gas heaters, central ventilating, central air conditioning, lighting, heating and plumbing equipment and fixtures, attached mirrors, floor covering, window shades, Venetian blinds, storm windows and doors, screens, curtain and drapery rods, awnings, door keys, and other interior and exterior finishes except office furnishings, office equipment, and other tangible personal property including all business inventory owned by Seller or its tenants, all upon the terms and conditions herein contained, to-wit:

Lot Three Hundred Thirty-nine (339) in the Original Town, now City of Columbia, as shown by Plat recorded in Plat Book A, Page 335, of the Records of Boone County, Missouri.

Commonly known as 613 East Ash Street Columbia, Missouri.

Subject to Easements and restrictions of record.

Subject to taxes for 2007 and thereafter.

It is the intent of Seller to sell Buyer all interests in fee simple absolute in and to the lands and buildings thereon situated. The final description in the commitment to issue an owner's title insurance policy for same shall control.

(2) The Buyer agrees to pay Seller, as the purchase price (the "Purchase Price") for the Subject Property, the sum of Six Hundred Eighty Five Thousand Dollars (\$685,000.00) payable in cash by Buyer's check or wire transfer at Closing.

(3) This contract and the conveyance contemplated herein have been entered into and will be effectuated pursuant to a threat of condemnation by Buyer; and Buyer does hereby agree to execute other and further documents as are reasonably required to document that this acquisition has been procured by threat of condemnation, so as to allow seller to utilize and comply with Internal Revenue Service Section 1033.

(4) Seller shall, at Seller's expense, furnish to Buyer within Fifteen (15) days of the Effective Date through Boone Central Title in Columbia, Missouri ("Title Company"), a commitment for an Owner's Policy of Title Insurance (the "Title Commitment") for the Subject Property in an amount equal to the Purchase Price, committing to insure the fee simple title to the Subject Property in Buyer as of the time and date of recordation of Seller's deed, and specifying the exceptions to coverage and any conditions to be satisfied. Within ten (10) days after delivery of said commitment, Buyer shall deliver to Seller written specification of any objections to the title. Upon receipt of such objections, Seller shall have thirty (30) days from the date of delivery to have such objections corrected. Seller hereby covenants and agrees to use best efforts to correct any objections to title. In the event that such objections are not rectified within said thirty (30) day period, Buyer shall have the right to (a) declare this Contract null and void, or (b) waive such objections, and accept such title as Seller is able to convey. At or before closing, Seller shall execute and deliver to the title company a lien and possession affidavit in customary form required by the title company, such affidavit to be sufficient to cause the deletion of any exceptions to said title policy relating to rights or claims of parties in possession not shown by the public record and any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records. Buyer shall not be required to object to any mortgage or deed of trust on the Property which can be removed upon the payment of money. Seller agrees to remove any such mortgage or deed of trust upon the payment of money. Seller agrees to remove any such mortgage or deed to trust prior to or at Closing and Buyer may use the proceeds of the Purchase Price to pay any said mortgage or deed of trust not so removed. Following delivery of the deed as hereinafter provided, Buyer shall be entitled to receive, at Seller's expense, the final title insurance policy.

(5) Buyer acknowledges that Seller neither now makes, nor will at anytime in the future make, any express and/or implied warranties and/or representations concerning the zoning, use, condition, and/or other status of the Subject Property or the suitability of the Subject Property for the intended use of Buyer, other than those specifically set forth herein. Buyer acknowledges that

the Subject Property is being sold hereunder "AS IS". Seller agrees that Buyer shall have until August 31, 2007, to exercise by due diligence an investigation into all circumstances surrounding and/or pertaining to the Subject Property to determine the suitability of the Subject Property for Buyer's intended use (the "Due Diligence Period"). During the Due Diligence Period, Buyer shall have the right to conduct, at Buyer's cost, a survey of the Property made by a licensed surveyor. If said survey shall reveal any encroachments, encumbrances, or other title defects of any nature, not otherwise disclosed herein, Buyer shall have the option, by written notice to Seller within seven (7) calendar days of the receipt by Buyer of the survey, to require Seller to obtain title insurance satisfactory to Buyer insuring against any loss up to the purchase price resulting from any such encroachments, encumbrances, or other title defects of any nature, not otherwise disclosed herein, or alternatively, Buyer may terminate this contract. In addition, During the Due Diligence Period, Buyer shall also have reasonable access to the Subject Property for purposes of conducting environmental surveys, making tests, inspections, and conducting such investigation Buyer deems appropriate. Buyer shall be granted reasonable access to any building or structure located on and constituting a part of the Subject Property for purposes of inspecting the same as part of an environmental audit and/or to determine the structural and physical condition thereof. In the event that Buyer procures an environmental audit or inspection of the Subject Property during the Due Diligence Period, then Buyer shall furnish Seller upon request a copy of any and all statistical reports, findings, and/or audit reports which shall result from such audit and/or inspection. In the event the environmental inspection discloses a condition that needs correction or further testing the due diligence period shall be extended to a mutually agreeable date. In the event that Buyer determines in its sole and absolute discretion during the Due Diligence Period that the Subject Property is unsuitable for Buyer's intended use and purposes, then Buyer shall give Seller written notice during such Due Diligence Period of Buyer's election to terminate this Contract; and, in such event, this Contract shall be terminated and of no further force and effect. In the event that Buyer shall fail to give written notice of Buyer's election to terminate to Seller within the Due Diligence Period, then this contingency shall be deemed satisfied.

(6) To the best of Seller's knowledge, no hazardous material has been disposed of or otherwise placed and left upon the Subject Property nor has the Subject Property been used for the generation, manufacture, release, discharge, disposal, handling, transportation or storage of hazardous material. For purpose hereof, the term "hazardous material" shall be defined as any

chemical, waste, byproduct, pollutant, contaminant, compound, product, substance or other material that is prohibited, controlled or regulated by any federal and/or state laws and/or regulations pertaining to protection of the environment, natural resources, waste management and/or pollution. Buyer acknowledges the premises have been previously used by Sellers for the retail sale of paint and related products.

(7) The Seller shall, at Closing, convey by general warranty deed title to the Subject Property marketable in fact (as defined in the applicable Title Standards of the Missouri Bar), free and clear of all interest, liens and encumbrances, subject only to the following (the "Permitted Exceptions"): (a) taxes, general and special, not due and payable at the Closing Date; (b) special assessments that become a lien on or after the Effective Date; (c) the rights of the public in and to any highways, roads, street, or alleys; (d) all applicable zoning and building laws, ordinances and regulations; (e) all matters to which reference is made in the Title Commitment; and (f) any and all other matters which Buyer may accept as herein provided.

(8) Seller shall pay all general real estate taxes levied and assessed against the Subject Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between the Buyer and Seller on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing if and to the extent it is required by law to do so.

(9) This transaction shall be closed at the offices of the Title Company at 10 o'clock A.M. on November 15, 2007, or at such other place, time, or dates as the Parties may mutually agree. At Closing, all of the following shall occur, all of which shall be deemed concurrent conditions, to-wit;

A. Seller shall:

1. deliver to Buyer a General Warranty Deed fully executed and acknowledged by Seller conveying to Buyer title to the Subject Property subject only to the Permitted Exceptions;
2. execute the HUD Settlement Statement prepared by the Title Company;
3. execute an Affidavit that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;

4. execute the Title Company's standard form of owner's affidavit;
5. pay One-half (1/2) of the Title Company's customary closing fee; and
6. pay to the Title Company the cost of the final Owner's Policy of Title Insurance;

B. Buyer shall:

1. deliver or cause to be delivered to Title Company a check, bank money order or wire transfer of immediately available funds for the Purchase Price, as adjusted for closing costs and prorations.
2. pay fees for the recording of the deed and deed of trust, if any;
3. pay One-half (1/2) of the Title Company's customary closing fee; and
4. pay to the Title Company the cost of the lender's Policy of Title Insurance, if any; and
5. execute the attached Lease Agreement in favor of Seller.

C. Possession of the Subject Property shall be delivered to Buyer as follows:

Seller is presently erecting a new building located on Lot 3A on Buttonwood Drive in Columbia, Missouri and moving its business to that location. It is expected that move will occur on or before December 31, 2007. Pending such move Seller shall be entitled to retain possession of the subject property and continue operating its business from the 613 East Ash Street Columbia, Missouri address. Seller shall be entitled to remain on the premises without the payment of rent to Buyer in accordance with the attached Lease Agreement it being understood and agreed this condition was taken into consideration in establishing the sale price of the subject property. Because Seller is retaining possession at this time Seller shall pay or reimburse to Buyer all utilities and insurance expenses incurred through December 2007 and name Buyer as an additional insured on all property and liability coverages to the extent of Buyer's interest in the property.

D. Buyer and Seller shall deliver to each other and to the Title Company such documentary and other evidence as may be reasonably required by them or the Title Company evidencing the status and capacity of Buyer or Seller and the authority of the person or persons who are executing the various documents on behalf of Buyer or Seller in connection with this Contract and/or such other and further documents customarily required by the Title Company.

(10) If before delivery of the deed any of the improvements on said property are destroyed or substantially damaged by fire, lightning or any cause, Buyer shall have the option of

enforcing this Contract and retaining any and all insurance proceeds, or canceling this contract by written notice within ten (10) days thereafter.

(11) If prior to Closing, all or any part of the Subject Property is taken by eminent domain, or if a condemnation proceeding has been instituted or is threatened against the Subject Property or any part thereof, or if there has been any material adverse change in the condition of the Subject Property after the Due Diligence Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may reinspect the Subject Property. Within Ten (10) days after the giving by Seller of such notice, either Seller or Buyer may terminate this Contract by written notice to the other Party. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of the Seller's right, title and interest in and to any awards that may be made for such taking.

(12) Any notice, request, demand or other communication required or permitted herein shall be in writing and may be given by actual delivery to the Party to which it is directed. Further, such notice, request, demand, or other communication may be given by certified or registered United States Mail, Federal Express, UPS, DHL or facsimile addressed to the Party to which directed at the address or facsimile number hereinafter set forth:

To Seller: Turner and Elder Properties
613 East Ash Street
Columbia, MO 65201
Fax (573) 875-8441

with copy to: Carlyle Foley
804 Locust Street
Columbia, MO 65201
Fax (573) 875-3100

To Buyer: Boone County Commission
891 East Walnut, Room 245
Columbia, MO 65201
Fax (573) 886-4311

with copy to: John L. Patton
County Counselor
601 East Walnut, Room 207
Columbia, MO 65201
Fax (573) 886-4413

Any such written notice shall be conclusively deemed given on the earlier of the date of actual delivery or the following date:

A. With respect to delivering by certified or registered United States mail, on the third business day following the date of mailing; and

B. With respect to delivery by Federal Express, UPS, and DHL, upon the date of actual delivery by such carrier to the Party to whom or which addressed.

C. With respect to delivery by facsimile transmission, upon confirmed completion of such transmission, provided such written notice is, on such date of transmission, also so mailed or so delivered to Federal Express, UPS or DHL.

Either Party hereto may from time to time change the foregoing address by written notice to the other Party similarly given; provided, however, such change of address shall only be effective upon its actual receipt by the Party to whom it is addressed.

(13) In the event either Party shall be compelled to employ an attorney to enforce the provisions of this Contract, the Parties agree that the non-defaulting Party shall be entitled to recover from the defaulting Party all of his costs and expenses, including reasonable attorney's fees incurred thereby.

(14) The Parties agree that no realtor is involved in representing either Seller or Buyer in this transaction. Should either party retain a realtor to assist in this transaction the party retaining such professional shall be solely responsible for any commissions or payment to that realtor. Any Party to this Contract through whom a claim to any broker's, finder's or other fee, commission or cost is made, contrary to the representations made above in this Paragraph, shall indemnify, defend and hold harmless the other Party to this Contract 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 claim. The provisions of this Paragraph shall survive the Closing or termination of this Contract.

(15) The Buyer agrees that Seller may elect prior to Closing to not accept cash payment of the Purchase Price and to effectuate a Starker Exchange (a deferred IRC Section 1031 exchange) with respect to the Subject Property. The Buyer agrees to cooperate in such Starker Exchange and execute a Deferred Exchange Agreement Utilizing Qualified Trust, provided that the same shall not contain any obligation of Buyer. In such event, the Buyer agrees to pay the Purchase Price to the Seller's designated trustee. Seller represents and warrants that Buyer shall

incur no additional expenses as a result thereof and that Seller agrees to bear any additional costs associated with, and incurred because of, such Starker Exchange.

(16) The Seller agrees that Buyer may assign this Contract; provided, however, Buyer agrees to remain liable under this Contract irrespective of any such assignment.

(17) The following provisions shall be applicable to the entire Contract, unless the specific language of any provision herein shall indicate otherwise;

A. This Contract shall be governed by and construed pursuant to the laws of the State of Missouri.

B. Time is declared to be of the essence of this Contract.

C. The Parties hereto agree that this Contract was negotiated at arm's length and that for purposes of interpretation neither Party shall be deemed the drafter of this Contract.

D. Whenever the context requires, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender.

E. Each person whose signature appears subscribed below on behalf of any entity Party hereto who is not a natural person, does hereby warrant that he or she is duly authorized to so subscribe this Contract and that said act is sufficient, or has been made sufficient by co-subscription or seal, to bind and commit said entity to all terms, requirements and conditions of this Contract.

F. All exhibits and other documents specifically referenced herein shall be for all purposes incorporated herein and adopted by reference, as is set forth herein verbatim et literatim.

G. Unless specified otherwise, any reference to a "day" or "days" herein shall mean a calendar day or days.

H. The rights, powers and remedies of either party contained in this Contract are cumulative; and no one of them is exclusive of the others or exclusive of any rights, powers or remedies allowed either party by law, and shall not affect the right of either party to pursue any other equitable or legal remedy to which that party might be entitled so long as any remedy remains unsatisfied or undischarged.

I. No waiver by either Party or any breach of any other Party's obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any prior or subsequent breach of the same or any other obligation, agreement, or covenant, nor shall any forbearance to seek remedy

for any such breach be deemed a waiver by either Party of its rights and remedies with respect to such breach or any prior or subsequent breach.

J. Neither this Contract, nor any terms or provisions hereof, may be changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, discharge or termination is sought.

K. The covenants, promises and conditions to be performed pursuant to this Contract shall survive the closing of the transaction and shall continue to be binding upon the Parties hereto, their heirs, personal representatives, successors and assigns.

L. This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors and permitted assigns.

M. The parties hereby waive trial by jury in any action or lawsuit brought by either party against the other, at any time, arising out of this Contract or the subject matter of this contact.

IN WITNESS WHEREOF, the Parties have executed and/or caused to be executed this Contract on the date and year first written above.

Seller:


Turner and Elder Properties
A Missouri Partnership

By:



Gary Turner

and

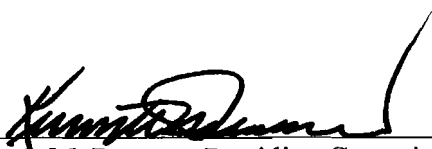


Ronald Elder

Buyer:

Boone County, Missouri

By:

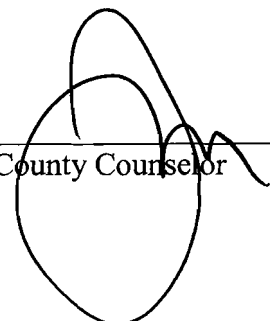


Kenneth M. Pearson, Presiding Commissioner
Attest:



Wendy S. Noren, County Clerk

Approved As To Legal Form:



County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract for the fiscal year of 2007.

		1190-91800	\$363,050
		1190-91200	321,950
Signature	<u>June Pitchford by KH</u>	Date	8/13/2007
	<i>(Pending budget amendment approval.)</i>		
		Appropriation Account	

LEASE

This lease dated the ____ day of _____, 2007, by and between **Boone County, Missouri**, through the Boone County Commission, herein called Lessor, and **Turner and Elder Properties**, a Missouri Partnership, herein called Lessee.

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a contract for the purchase and sale of real estate for the property located at 613 East Ash Street, Columbia, Missouri 65201, and more particularly described below, a copy of said contract being attached hereto and incorporated herein by reference, and

WHEREAS, the Lessor has agreed to lease to the Lessee the property which is the subject matter of the contract for sale as a part of the consideration therefor in order to allow the Lessee to continue its business operations until suitable new quarters are completed for its business operations, and

WHEREAS, Lessor and Lessee wish to reduce the terms and conditions of the lease agreement to writing as a part of the terms and conditions of the contract for the sale of the subject property.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained the parties agree as follows:

1. The Lessor hereby leases unto the Lessee subject to the terms and conditions of this agreement the following described property located in the City of Columbia, Missouri, and more specifically described as follows:

Lot Three Hundred Thirty-nine (339) in the Original Town, now City of Columbia, as shown by Plat recorded in Plat Book A, Page 335, of the Records of Boone County, Missouri.

Commonly known as 613 East Ash Street Columbia, Missouri.

Subject to Easements and restrictions of record.

Subject to taxes for 2007 and thereafter.

2. This lease shall commence on the date the contract for sale of the above referenced property is closed and the Lessees convey title in fee simple absolute to the Lessor and shall extend through December 31, 2007, at which time this lease shall convert to a month-to-month tenancy subject to the terms and conditions of this lease if possession of the leased premises is

not surrendered by Lessee on or before the last day of December, 2007. Beginning January 1, 2008 this lease shall be terminable by the Lessee giving the Lessor fifteen (15) days advance written notice of termination, or terminable by the Lessor giving the Lessee thirty (30) days advance written notice of termination; provided, however, that this lease shall automatically terminate at any time the Lessee vacates the premises and relinquishes possession to the Lessor without formal advance notice of termination.

3. In consideration of the purchase price paid by the Lessor to the Lessee for acquisition of the above described property and as further consideration for said acquisition, the initial term of this lease shall be rent free. Thereafter, Lessee agrees to pay Lessor the sum of Five Thousand Five Hundred Dollars (\$5,500.00) per month rent for each month Lessee remains in possession of the premises after the initial term; provided, however, that in the event the Lessee remains in possession of the premises after 6 months after the initial rent free term, rent shall thereupon automatically increase to Six Thousand Five Hundred Dollars (\$6,500.00) per month. Any rent payable under this lease shall be payable to Lessor on or before the first day of each month.

4. During the period of this lease and any month-to-month tenancy thereafter the Lessee hereby agrees to use the rented premises for its current use of a retail business and for no other purposes without the prior written approval of the Lessor.

5. During the Lessee's tenancy under the initial term of this lease and any month-to-month tenancy thereafter the Lessee agrees to furnish or provide and pay for all its own utilities including gas, water, electricity, sewer and trash removal and the Lessor assumes no responsibility for such expenses. Further, the Lessee agrees to indemnify and hold the Lessor harmless from any and all claims due to nonpayment of utilities or damages to any person of any nature or kind due to utilities or lack thereof during the initial term of this lease or any month-to-month tenancy thereafter so long as the Lessee is in possession of the premises.

6. The Lessee agrees it will not assign this lease or otherwise sublet the premises, or any part thereof, without the prior written consent of the Lessor.

7. During the initial term of this lease and any month-to-month tenancy thereafter Lessee agrees to maintain and keep the leased premises including all personal property, fixtures and equipment transferred to the Lessor upon sale, if any, in good working order and repair at its own expense, ordinary wear and tear excepted, and not to commit waste on the premises. It is understood and agreed that the Lessor assumes no responsibility or liability for maintenance or

repair of the leased premises, or the cost thereof, during the term of this lease or any month-to-month tenancy thereafter while the Lessee is in possession. Further, Lessee agrees to indemnify and hold Lessor harmless from any and all claims for unpaid services or repairs to the premises which are incurred during the Lessee's possession or occupancy of the premises.

8. The Lessee agrees to maintain at its own expense fire and property damage insurance for the full insurable value of premises subject to this lease insuring each party as their interests may appear. Lessee agrees that it shall also be responsible for obtaining and maintaining at its expense insurance for loss of or damage to furnishings, business inventory and other building contents, business interruption coverage and such other insurance and coverage for property and business losses as Lessee deems appropriate in connection with its use of the premises subject to this lease. Lessee shall also obtain public liability insurance in such amounts as are mutually deemed appropriate by the Lessor and Lessee to cover its occupancy and possession of the premises during the term of this lease and any month-to-month tenancy thereafter and further agrees to name the Lessor as an additional insured on all such policies and to require thirty (30) day notice to the Lessor in the event any such policies are canceled. Both parties further agree to provide each other upon request certificates of insurance or copies of policies or other proof that the premises are insured as agreed herein.

9. It is understood and agreed that the Lessor shall not be liable for any damage or loss to any property stored on the rented premises for any reason whatsoever including but not limited to trade fixtures, inventory, equipment, supplies, furnishings and other items of property. It is further agreed Lessor shall not be liable for any claims for injury, death, damage or loss of any type or kind arising during the Lessee's possession of the premises under this lease or month-to-month tenancy thereafter and the Lessee agrees, to the extent not covered or provided by insurance, to indemnify, defend and hold Lessor harmless from all costs and expenses of such claims, including attorney's fees, regardless of when such claims are made, so long as such claims arose due to or occurred during the Lessee's use of the leased premises or while the Lessee has or was in possession of the leased premises except for such claims arising because of the acts or omissions of the Lessor or its officers, employees or agents.

10. In the event the leased premises are damaged by fire or other casualty to such an extent as to be wholly untenable, then this lease shall terminate. In the event the leased premises is not rendered untenable by fire or other casualty, it is understood and agreed that the Lessor shall

assume responsibility for repair of same and shall as soon as reasonably practicable make or cause to have made such repairs so that the premises are safe, habitable and sightly to the extent paid for by applicable insurance proceeds but in no event later than within sixty (60) days of damage unless the Lessee gives Lessor notice of its intent to vacate and surrender the premises. Both parties hereby explicitly understand and agree that neither party shall have liability to the other for losses due to fire or other casualty to the extent such losses are or could have been covered by insurance as this lease obligates the parties to purchase for their benefit or protection.

11. Lessee agrees to make no alterations, additions, changes or improvements in or to the leased premises without the Lessor's prior written consent unless such alterations, additions, changes or repairs are necessary to keep the leased premises in good working order and repair and do not effect the structural integrity of building or the capacity of mechanical systems to function properly.

12. Any notice, request, demand or other communication required or permitted herein shall be in writing and may be given by actual delivery to the Party to which it is directed. Further, such notice, request, demand, or other communication may be given by certified or registered United States Mail, Federal Express, UPS, DHL or facsimile addressed to the Party to which directed at the address or facsimile number hereinafter set forth:

To Seller: Turner and Elder Properties
613 East Ash Street
Columbia, MO 65201
Fax (573) 875-8441

with copy to: Carlyle Foley
804 Locust Street
Columbia, MO 65201
Fax (573) 875-3100

To Buyer: Boone County Commission
891 East Walnut, Room 245
Columbia, MO 65201
Fax (573) 886-4311

with copy to: John L. Patton
County Counselor
601 East Walnut, Room 207
Columbia, MO 65201
Fax (573) 886-4413

Any such written notice shall be conclusively deemed given on the earlier of the date of actual delivery or the following date:

A. With respect to delivering by certified or registered United States mail, on the third business day following the date of mailing; and

B. With respect to delivery by Federal Express, UPS and DHL, upon the date of actual delivery by such carrier to the Party to whom or which addressed.

C. With respect to delivery by facsimile transmission, upon confirmed completion of such transmission, provided such written notice is, on such date of transmission, also so mailed or so delivered to Federal Express, UPS or DHL.

Either Party hereto may from time to time change the foregoing address by written notice to the other Party similarly given; provided, however, such change of address shall only be effective upon its actual receipt by the Party to whom it is addressed.

13. It is mutually agreed that this Lease may be terminated by Lessor for nonpayment of rent, if rent is due, at any time after the expiration of fifteen (15) days following written notice to Lessee of nonpayment of the whole or any part of the rent past due, and such termination shall not prejudice Lessor's right to prosecute for any of the remedies it may have for breach of this Lease. This Lease is made upon the condition that Lessee shall punctually perform each and all of the covenants and agreements herein set forth to be by Lessee kept and performed, and if at any time there be any default on the part of the Lessee in the payment of any amount of money herein agreed to be paid by Lessee, including rental due hereunder, or in the performance or observance of any of the other covenants and agreements of this Lease not pertaining to the payment of money, and any such default shall continue for a period of fifteen (15) days after written notice thereof shall have been served upon Lessee, or if Lessee shall file a petition in voluntary bankruptcy or commence any proceeding for the adjustment of its indebtedness under any applicable provisions of the Bankruptcy Act as then in effect, or if Lessee be adjudicated a bankrupt in voluntary bankruptcy proceedings and such adjudication shall not have been vacated within forty-five (45) days from the date thereof, or if a Receiver or Trustee of Lessee's property be appointed and the order appointing such Receiver or Trustee be not set aside or vacated within forty-five (45) days after the entry thereof, or if Lessee shall assign Lessee's estate or effects for the benefit of creditors, then, and in any such event, Lessor may, at its option, forthwith and without further notice, terminate this Lease and re-enter upon and take possession of the demised

premises without prejudice, however, to any other right of action or remedy which Lessor may have with respect to any breach by Lessee of any of the terms or covenants herein contained, including Lessor's right to file and recover the maximum claim in bankruptcy permitted under the Bankruptcy Act as then in effect. In the event of default by Lessee in the performance of any of the covenants of this Lease and by reason thereof Lessor employs the services of an attorney to enforce performance of these covenants to evict the Lessee or to collect monies due from the Lessee or to perform any service based upon such default, then, in any of said events, the Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred by Lessor pertaining to enforcement of any remedy provided under this Lease.

14. Waiver of any condition or covenant of this lease or of any breach of any condition or covenant shall not be taken to constitute a waiver of any subsequent breach of such condition or covenant or to justify or authorize the nonobservance on any other occasion of the same or any other condition or covenant hereof. Nor shall any right or remedy of the Lessor herein set forth be exclusive but shall be in addition to any other rights or remedies allowed by law or equity.

15. This lease shall be binding upon the parties hereto and their heirs, Personal Representatives, successors and assigns forever subject to the prohibition against assignment and the subletting contained herein.

IN WITNESS WHEREOF the parties have executed this lease on the succeeding page and in duplicate the day and year first above written.

LESSOR:

Turner and Elder Properties,
A Missouri Partnership

By:

Gary Turner

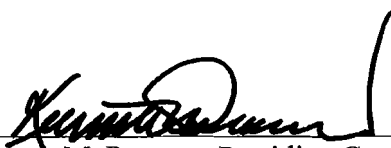
and

Ronald Elder

LESSEE:

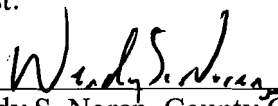
Boone County, Missouri

By:



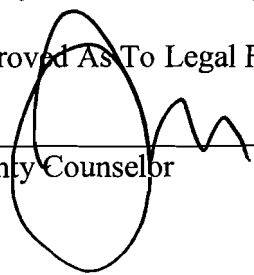
Kenneth M. Pearson, Presiding Commissioner

Attest:



Wendy S. Noren, County Clerk

Approved As To Legal Form:



County Counselor

LEASE

This lease dated the 15th day of NOVEMBER, 2007, by and between **Boone County, Missouri**, through the Boone County Commission, herein called Lessor, and **Turner and Elder Properties**, a Missouri Partnership, herein called Lessee.

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a contract for the purchase and sale of real estate for the property located at 613 East Ash Street, Columbia, Missouri 65201, and more particularly described below, a copy of said contract being attached hereto and incorporated herein by reference, and

WHEREAS, the Lessor has agreed to lease to the Lessee the property which is the subject matter of the contract for sale as a part of the consideration therefor in order to allow the Lessee to continue its business operations until suitable new quarters are completed for its business operations, and

WHEREAS, Lessor and Lessee wish to reduce the terms and conditions of the lease agreement to writing as a part of the terms and conditions of the contract for the sale of the subject property.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained the parties agree as follows:

1. The Lessor hereby leases unto the Lessee subject to the terms and conditions of this agreement the following described property located in the City of Columbia, Missouri, and more specifically described as follows:

Lot Three Hundred Thirty-nine (339) in the Original Town, now City of Columbia, as shown by Plat recorded in Plat Book A, Page 335, of the Records of Boone County, Missouri.

Commonly known as 613 East Ash Street Columbia, Missouri.

Subject to Easements and restrictions of record.

Subject to taxes for 2007 and thereafter.

2. This lease shall commence on the date the contract for sale of the above referenced property is closed and the Lessees convey title in fee simple absolute to the Lessor and shall extend through December 31, 2007, at which time this lease shall convert to a month-to-month tenancy subject to the terms and conditions of this lease if possession of the leased premises is

not surrendered by Lessee on or before the last day of December, 2007. Beginning January 1, 2008 this lease shall be terminable by the Lessee giving the Lessor fifteen (15) days advance written notice of termination, or terminable by the Lessor giving the Lessee thirty (30) days advance written notice of termination; provided, however, that this lease shall automatically terminate at any time the Lessee vacates the premises and relinquishes possession to the Lessor without formal advance notice of termination.

3. In consideration of the purchase price paid by the Lessor to the Lessee for acquisition of the above described property and as further consideration for said acquisition, the initial term of this lease shall be rent free. Thereafter, Lessee agrees to pay Lessor the sum of Five Thousand Five Hundred Dollars (\$5,500.00) per month rent for each month Lessee remains in possession of the premises after the initial term; provided, however, that in the event the Lessee remains in possession of the premises after 6 months after the initial rent free term, rent shall thereupon automatically increase to Six Thousand Five Hundred Dollars (\$6,500.00) per month. Any rent payable under this lease shall be payable to Lessor on or before the first day of each month.

4. During the period of this lease and any month-to-month tenancy thereafter the Lessee hereby agrees to use the rented premises for its current use of a retail business and for no other purposes without the prior written approval of the Lessor.

5. During the Lessee's tenancy under the initial term of this lease and any month-to-month tenancy thereafter the Lessee agrees to furnish or provide and pay for all its own utilities including gas, water, electricity, sewer and trash removal and the Lessor assumes no responsibility for such expenses. Further, the Lessee agrees to indemnify and hold the Lessor harmless from any and all claims due to nonpayment of utilities or damages to any person of any nature or kind due to utilities or lack thereof during the initial term of this lease or any month-to-month tenancy thereafter so long as the Lessee is in possession of the premises.

6. The Lessee agrees it will not assign this lease or otherwise sublet the premises, or any part thereof, without the prior written consent of the Lessor.

7. During the initial term of this lease and any month-to-month tenancy thereafter Lessee agrees to maintain and keep the leased premises including all personal property, fixtures and equipment transferred to the Lessor upon sale, if any, in good working order and repair at its own expense, ordinary wear and tear excepted, and not to commit waste on the premises. It is understood and agreed that the Lessor assumes no responsibility or liability for maintenance or

repair of the leased premises, or the cost thereof, during the term of this lease or any month-to-month tenancy thereafter while the Lessee is in possession. Further, Lessee agrees to indemnify and hold Lessor harmless from any and all claims for unpaid services or repairs to the premises which are incurred during the Lessee's possession or occupancy of the premises.

8. The Lessee agrees to maintain at its own expense fire and property damage insurance for the full insurable value of premises subject to this lease insuring each party as their interests may appear. Lessee agrees that it shall also be responsible for obtaining and maintaining at its expense insurance for loss of or damage to furnishings, business inventory and other building contents, business interruption coverage and such other insurance and coverage for property and business losses as Lessee deems appropriate in connection with its use of the premises subject to this lease. Lessee shall also obtain public liability insurance in such amounts as are mutually deemed appropriate by the Lessor and Lessee to cover its occupancy and possession of the premises during the term of this lease and any month-to-month tenancy thereafter and further agrees to name the Lessor as an additional insured on all such policies and to require thirty (30) day notice to the Lessor in the event any such policies are canceled. Both parties further agree to provide each other upon request certificates of insurance or copies of policies or other proof that the premises are insured as agreed herein.

9. It is understood and agreed that the Lessor shall not be liable for any damage or loss to any property stored on the rented premises for any reason whatsoever including but not limited to trade fixtures, inventory, equipment, supplies, furnishings and other items of property. It is further agreed Lessor shall not be liable for any claims for injury, death, damage or loss of any type or kind arising during the Lessee's possession of the premises under this lease or month-to-month tenancy thereafter and the Lessee agrees, to the extent not covered or provided by insurance, to indemnify, defend and hold Lessor harmless from all costs and expenses of such claims, including attorney's fees, regardless of when such claims are made, so long as such claims arose due to or occurred during the Lessee's use of the leased premises or while the Lessee has or was in possession of the leased premises except for such claims arising because of the acts or omissions of the Lessor or its officers, employees or agents.

10. In the event the leased premises are damaged by fire or other casualty to such an extent as to be wholly untenable, then this lease shall terminate. In the event the leased premises is not rendered untenable by fire or other casualty, it is understood and agreed that the Lessor shall

assume responsibility for repair of same and shall as soon as reasonably practicable make or cause to have made such repairs so that the premises are safe, habitable and slightly to the extent paid for by applicable insurance proceeds but in no event later than within sixty (60) days of damage unless the Lessee gives Lessor notice of its intent to vacate and surrender the premises. Both parties hereby explicitly understand and agree that neither party shall have liability to the other for losses due to fire or other casualty to the extent such losses are or could have been covered by insurance as this lease obligates the parties to purchase for their benefit or protection.

11. Lessee agrees to make no alterations, additions, changes or improvements in or to the leased premises without the Lessor's prior written consent unless such alterations, additions, changes or repairs are necessary to keep the leased premises in good working order and repair and do not effect the structural integrity of building or the capacity of mechanical systems to function properly.

12. Any notice, request, demand or other communication required or permitted herein shall be in writing and may be given by actual delivery to the Party to which it is directed. Further, such notice, request, demand, or other communication may be given by certified or registered United States Mail, Federal Express, UPS, DHL or facsimile addressed to the Party to which directed at the address or facsimile number hereinafter set forth:

To Seller: Turner and Elder Properties
613 East Ash Street
Columbia, MO 65201
Fax (573) 875-8441

with copy to: Carlyle Foley
804 Locust Street
Columbia, MO 65201
Fax (573) 875-3100

To Buyer: Boone County Commission
891 East Walnut, Room 245
Columbia, MO 65201
Fax (573) 886-4311

with copy to: John L. Patton
County Counselor
601 East Walnut, Room 207
Columbia, MO 65201
Fax (573) 886-4413

Any such written notice shall be conclusively deemed given on the earlier of the date of actual delivery or the following date:

A. With respect to delivering by certified or registered United States mail, on the third business day following the date of mailing; and

B. With respect to delivery by Federal Express, UPS and DHL, upon the date of actual delivery by such carrier to the Party to whom or which addressed.

C. With respect to delivery by facsimile transmission, upon confirmed completion of such transmission, provided such written notice is, on such date of transmission, also so mailed or so delivered to Federal Express, UPS or DHL.

Either Party hereto may from time to time change the foregoing address by written notice to the other Party similarly given; provided, however, such change of address shall only be effective upon its actual receipt by the Party to whom it is addressed.

13. It is mutually agreed that this Lease may be terminated by Lessor for nonpayment of rent, if rent is due, at any time after the expiration of fifteen (15) days following written notice to Lessee of nonpayment of the whole or any part of the rent past due, and such termination shall not prejudice Lessor's right to prosecute for any of the remedies it may have for breach of this Lease. This Lease is made upon the condition that Lessee shall punctually perform each and all of the covenants and agreements herein set forth to be by Lessee kept and performed, and if at any time there be any default on the part of the Lessee in the payment of any amount of money herein agreed to be paid by Lessee, including rental due hereunder, or in the performance or observance of any of the other covenants and agreements of this Lease not pertaining to the payment of money, and any such default shall continue for a period of fifteen (15) days after written notice thereof shall have been served upon Lessee, or if Lessee shall file a petition in voluntary bankruptcy or commence any proceeding for the adjustment of its indebtedness under any applicable provisions of the Bankruptcy Act as then in effect, or if Lessee be adjudicated a bankrupt in voluntary bankruptcy proceedings and such adjudication shall not have been vacated within forty-five (45) days from the date thereof, or if a Receiver or Trustee of Lessee's property be appointed and the order appointing such Receiver or Trustee be not set aside or vacated within forty-five (45) days after the entry thereof, or if Lessee shall assign Lessee's estate or effects for the benefit of creditors, then, and in any such event, Lessor may, at its option, forthwith and without further notice, terminate this Lease and re-enter upon and take possession of the demised

premises without prejudice, however, to any other right of action or remedy which Lessor may have with respect to any breach by Lessee of any of the terms or covenants herein contained, including Lessor's right to file and recover the maximum claim in bankruptcy permitted under the Bankruptcy Act as then in effect. In the event of default by Lessee in the performance of any of the covenants of this Lease and by reason thereof Lessor employs the services of an attorney to enforce performance of these covenants to evict the Lessee or to collect monies due from the Lessee or to perform any service based upon such default, then, in any of said events, the Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred by Lessor pertaining to enforcement of any remedy provided under this Lease.

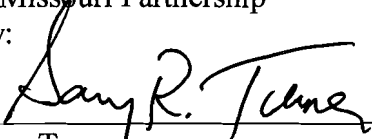
14. Waiver of any condition or covenant of this lease or of any breach of any condition or covenant shall not be taken to constitute a waiver of any subsequent breach of such condition or covenant or to justify or authorize the nonobservance on any other occasion of the same or any other condition or covenant hereof. Nor shall any right or remedy of the Lessor herein set forth be exclusive but shall be in addition to any other rights or remedies allowed by law or equity.

15. This lease shall be binding upon the parties hereto and their heirs, Personal Representatives, successors and assigns forever subject to the prohibition against assignment and the subletting contained herein.

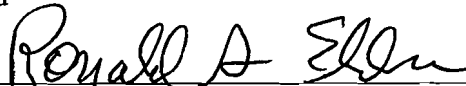
IN WITNESS WHEREOF the parties have executed this lease on the succeeding page and in duplicate the day and year first above written.

LESSOR:

Turner and Elder Properties,
A Missouri Partnership

By: 

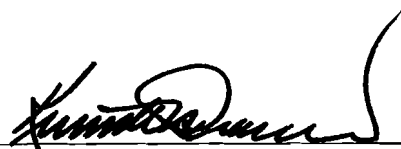
Gary Turner

and


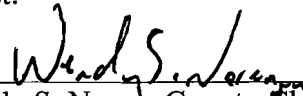
Ronald Elder

LESSEE:

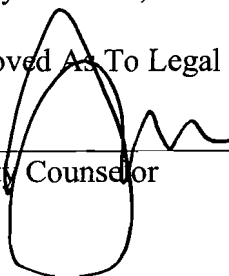
Boone County, Missouri

By: 

Kenneth M. Pearson, Presiding Commissioner

Attest:


Wendy S. Noren, County Clerk

Approved As To Legal Form:


County Counselor

ASSIGNMENT, ACCEPTANCE, AND NOTICE
(Real Estate Sales Contract)

RE: 613 ASH STREET PROPERTY

Lot Three Hundred Thirty-nine (339) in the Original Town, now City of Columbia, as shown by Plat recorded in Plat Book A, Page 335, of the Records of Boone County, Missouri.

Commonly known as 613 East Ash Street Columbia, Missouri.

Subject to Easements and restrictions of record.

Subject to taxes for 2007 and thereafter.

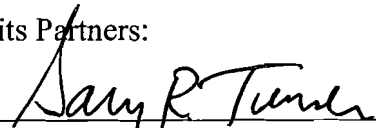
ASSIGNMENT

FOR VALUE RECEIVED, Turner and Elder Properties, a Missouri Partnership, does hereby transfer and assign all of its rights, title, and interest as Seller in and to Real Estate Sales Contract entered into between Turner and Elder Properties as Seller and Boone County, Missouri, as Buyer dated July 31, 2007 on the above-described real estate, a copy of which is attached hereto as Exhibit "A" and made a part hereof, being herein referred to as the "Real Estate Sales Contract" to 1031 Exchangor, Inc., a Missouri corporation, as its third-party facilitator under a Like-Kind Exchange Escrow Agreement dated November 15, 2007, and in connection therewith does hereby authorize and direct 1031 Exchangor, Inc., a Missouri corporation, to close our interest in the Real Estate Sales Contract and to hold the net proceeds in escrow pursuant to the terms of the aforesaid Like-Kind Exchange Escrow Agreement and to arrange for the execution and delivery of a direct deed from the undersigned as Seller to Boone County, Missouri, as Buyer of the above-described real estate.

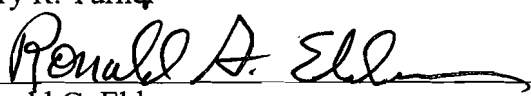
Dated this 15th day of November, 2007.

Turner and Elder Properties,
a Missouri Partnership

By its Partners:



Gary R. Turner



Ronald G. Elder

ACCEPTANCE

1031 Exchangor, Inc., a Missouri corporation, as the third-party facilitator of Turner and Elder Properties, a Missouri Partnership, under the foregoing Like-Kind Exchange Escrow Agreement does hereby accept the foregoing Assignment of the rights of Turner and Elder Properties under the Real Estate Sales Contract referred to above and does hereby consent that the proceeds from the closing of said contract be paid directly to Turner and Elder Holdings, Inc.

Dated this 15th day of November, 2007.

1031 EXCHANGOR, INC., a Missouri Corporation

By:



Authorized Representative

NOTICE TO BUYER

The undersigned does hereby acknowledge receipt of notice that all of the rights of Turner and Elder Properties, A Missouri Partnership, under the aforesaid Real Estate Sales Contract entered into between Turner and Elder Properties, as Seller and the undersigned as Buyer have been assigned to 1031 Exchangor, Inc., a Missouri corporation, as the third-party facilitator of Turner and Elder Properties, under the aforesaid Like-Kind Exchange Escrow Agreement dated November 15, 2007.

Dated this 15th day of November, 2007.

BUYER:

Boone County, Missouri

By:



Authorized Agent

REAL ESTATE SALES CONTRACT

THIS CONTRACT (the "Contract"), made and entered into effective this 31st day of July, 2007, (the "Effective Date") by and between TURNER AND ELDER PROPERTIES, a Missouri Partnership (herein collectively called "Seller"); and BOONE COUNTY, MISSOURI, a political subdivision of the state of Missouri, through its County Commission ("Buyer"); certain of whom and all of whom are at times herein referred to respectively as "Party" or "Parties";

IN CONSIDERATION of the mutual covenants herein contained and the reliance to be thereto accorded, the Parties hereto agree as follows:

(1) The Seller agrees to sell and convey to Buyer; and Buyer agrees to buy and take from Seller; the following described real estate, located and situated in Boone County, Missouri (the "Subject Property"), together with all improvements and fixtures thereon, including, if any, gas heaters, central ventilating, central air conditioning, lighting, heating and plumbing equipment and fixtures, attached mirrors, floor covering, window shades, Venetian blinds, storm windows and doors, screens, curtain and drapery rods, awnings, door keys, and other interior and exterior finishes except office furnishings, office equipment, and other tangible personal property including all business inventory owned by Seller or its tenants, all upon the terms and conditions herein contained, to-wit:

Lot Three Hundred Thirty-nine (339) in the Original Town, now City of Columbia, as shown by Plat recorded in Plat Book A, Page 335, of the Records of Boone County, Missouri.

Commonly known as 613 East Ash Street Columbia, Missouri.

Subject to Easements and restrictions of record.

Subject to taxes for 2007 and thereafter.

It is the intent of Seller to sell Buyer all interests in fee simple absolute in and to the lands and buildings thereon situated. The final description in the commitment to issue an owner's title insurance policy for same shall control.

(2) The Buyer agrees to pay Seller, as the purchase price (the "Purchase Price") for the Subject Property, the sum of Six Hundred Eighty Five Thousand Dollars (\$685,000.00) payable in cash by Buyer's check or wire transfer at Closing.

(3) This contract and the conveyance contemplated herein have been entered into and will be effectuated pursuant to a threat of condemnation by Buyer; and Buyer does hereby agree to execute other and further documents as are reasonably required to document that this acquisition has been procured by threat of condemnation, so as to allow seller to utilize and comply with Internal Revenue Service Section 1033.

(4) Seller shall, at Seller's expense, furnish to Buyer within Fifteen (15) days of the Effective Date through Boone Central Title in Columbia, Missouri ("Title Company"), a commitment for an Owner's Policy of Title Insurance (the "Title Commitment") for the Subject Property in an amount equal to the Purchase Price, committing to insure the fee simple title to the Subject Property in Buyer as of the time and date of recordation of Seller's deed, and specifying the exceptions to coverage and any conditions to be satisfied. Within ten (10) days after delivery of said commitment, Buyer shall deliver to Seller written specification of any objections to the title. Upon receipt of such objections, Seller shall have thirty (30) days from the date of delivery to have such objections corrected. Seller hereby covenants and agrees to use best efforts to correct any objections to title. In the event that such objections are not rectified within said thirty (30) day period, Buyer shall have the right to (a) declare this Contract null and void, or (b) waive such objections, and accept such title as Seller is able to convey. At or before closing, Seller shall execute and deliver to the title company a lien and possession affidavit in customary form required by the title company, such affidavit to be sufficient to cause the deletion of any exceptions to said title policy relating to rights or claims of parties in possession not shown by the public record and any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records. Buyer shall not be required to object to any mortgage or deed of trust on the Property which can be removed upon the payment of money. Seller agrees to remove any such mortgage or deed of trust upon the payment of money. Seller agrees to remove any such mortgage or deed to trust prior to or at Closing and Buyer may use the proceeds of the Purchase Price to pay any said mortgage or deed of trust not so removed. Following delivery of the deed as hereinafter provided, Buyer shall be entitled to receive, at Seller's expense, the final title insurance policy.

(5) Buyer acknowledges that Seller neither now makes, nor will at anytime in the future make, any express and/or implied warranties and/or representations concerning the zoning, use, condition, and/or other status of the Subject Property or the suitability of the Subject Property for the intended use of Buyer, other than those specifically set forth herein. Buyer acknowledges that

the Subject Property is being sold hereunder "AS IS". Seller agrees that Buyer shall have until August 31, 2007, to exercise by due diligence an investigation into all circumstances surrounding and/or pertaining to the Subject Property to determine the suitability of the Subject Property for Buyer's intended use (the "Due Diligence Period"). During the Due Diligence Period, Buyer shall have the right to conduct, at Buyer's cost, a survey of the Property made by a licensed surveyor. If said survey shall reveal any encroachments, encumbrances, or other title defects of any nature, not otherwise disclosed herein, Buyer shall have the option, by written notice to Seller within seven (7) calendar days of the receipt by Buyer of the survey, to require Seller to obtain title insurance satisfactory to Buyer insuring against any loss up to the purchase price resulting from any such encroachments, encumbrances, or other title defects of any nature, not otherwise disclosed herein, or alternatively, Buyer may terminate this contract. In addition, During the Due Diligence Period, Buyer shall also have reasonable access to the Subject Property for purposes of conducting environmental surveys, making tests, inspections, and conducting such investigation Buyer deems appropriate. Buyer shall be granted reasonable access to any building or structure located on and constituting a part of the Subject Property for purposes of inspecting the same as part of an environmental audit and/or to determine the structural and physical condition thereof. In the event that Buyer procures an environmental audit or inspection of the Subject Property during the Due Diligence Period, then Buyer shall furnish Seller upon request a copy of any and all statistical reports, findings, and/or audit reports which shall result from such audit and/or inspection. In the event the environmental inspection discloses a condition that needs correction or further testing the due diligence period shall be extended to a mutually agreeable date. In the event that Buyer determines in its sole and absolute discretion during the Due Diligence Period that the Subject Property is unsuitable for Buyer's intended use and purposes, then Buyer shall give Seller written notice during such Due Diligence Period of Buyer's election to terminate this Contract; and, in such event, this Contract shall be terminated and of no further force and effect. In the event that Buyer shall fail to give written notice of Buyer's election to terminate to Seller within the Due Diligence Period, then this contingency shall be deemed satisfied.

(6) To the best of Seller's knowledge, no hazardous material has been disposed of or otherwise placed and left upon the Subject Property nor has the Subject Property been used for the generation, manufacture, release, discharge, disposal, handling, transportation or storage of hazardous material. For purpose hereof, the term "hazardous material" shall be defined as any

chemical, waste, byproduct, pollutant, contaminant, compound, product, substance or other material that is prohibited, controlled or regulated by any federal and/or state laws and/or regulations pertaining to protection of the environment, natural resources, waste management and/or pollution. Buyer acknowledges the premises have been previously used by Sellers for the retail sale of paint and related products.

(7) The Seller shall, at Closing, convey by general warranty deed title to the Subject Property marketable in fact (as defined in the applicable Title Standards of the Missouri Bar), free and clear of all interest, liens and encumbrances, subject only to the following (the "Permitted Exceptions"): (a) taxes, general and special, not due and payable at the Closing Date; (b) special assessments that become a lien on or after the Effective Date; (c) the rights of the public in and to any highways, roads, street, or alleys; (d) all applicable zoning and building laws, ordinances and regulations; (e) all matters to which reference is made in the Title Commitment; and (f) any and all other matters which Buyer may accept as herein provided.

(8) Seller shall pay all general real estate taxes levied and assessed against the Subject Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between the Buyer and Seller on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing if and to the extent it is required by law to do so.

(9) This transaction shall be closed at the offices of the Title Company at 10 o'clock A.M. on November 15, 2007, or at such other place, time, or dates as the Parties may mutually agree. At Closing, all of the following shall occur, all of which shall be deemed concurrent conditions, to-wit;

A. Seller shall:

1. deliver to Buyer a General Warranty Deed fully executed and acknowledged by Seller conveying to Buyer title to the Subject Property subject only to the Permitted Exceptions;
2. execute the HUD Settlement Statement prepared by the Title Company;
3. execute an Affidavit that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;

4. execute the Title Company's standard form of owner's affidavit;
5. pay One-half (1/2) of the Title Company's customary closing fee; and
6. pay to the Title Company the cost of the final Owner's Policy of Title Insurance;

B. Buyer shall:

1. deliver or cause to be delivered to Title Company a check, bank money order or wire transfer of immediately available funds for the Purchase Price, as adjusted for closing costs and prorations.
2. pay fees for the recording of the deed and deed of trust, if any;
3. pay One-half (1/2) of the Title Company's customary closing fee; and
4. pay to the Title Company the cost of the lender's Policy of Title Insurance, if any; and
5. execute the attached Lease Agreement in favor of Seller.

C. Possession of the Subject Property shall be delivered to Buyer as follows:

Seller is presently erecting a new building located on Lot 3A on Buttonwood Drive in Columbia, Missouri and moving its business to that location. It is expected that move will occur on or before December 31, 2007. Pending such move Seller shall be entitled to retain possession of the subject property and continue operating its business from the 613 East Ash Street Columbia, Missouri address. Seller shall be entitled to remain on the premises without the payment of rent to Buyer in accordance with the attached Lease Agreement it being understood and agreed this condition was taken into consideration in establishing the sale price of the subject property. Because Seller is retaining possession at this time Seller shall pay or reimburse to Buyer all utilities and insurance expenses incurred through December 2007 and name Buyer as an additional insured on all property and liability coverages to the extent of Buyer's interest in the property.

D. Buyer and Seller shall deliver to each other and to the Title Company such documentary and other evidence as may be reasonably required by them or the Title Company evidencing the status and capacity of Buyer or Seller and the authority of the person or persons who are executing the various documents on behalf of Buyer or Seller in connection with this Contract and/or such other and further documents customarily required by the Title Company.

(10) If before delivery of the deed any of the improvements on said property are destroyed or substantially damaged by fire, lightning or any cause, Buyer shall have the option of

enforcing this Contract and retaining any and all insurance proceeds, or canceling this contract by written notice within ten (10) days thereafter.

(11) If prior to Closing, all or any part of the Subject Property is taken by eminent domain, or if a condemnation proceeding has been instituted or is threatened against the Subject Property or any part thereof, or if there has been any material adverse change in the condition of the Subject Property after the Due Diligence Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may reinspect the Subject Property. Within Ten (10) days after the giving by Seller of such notice, either Seller or Buyer may terminate this Contract by written notice to the other Party. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of the Seller's right, title and interest in and to any awards that may be made for such taking.

(12) Any notice, request, demand or other communication required or permitted herein shall be in writing and may be given by actual delivery to the Party to which it is directed. Further, such notice, request, demand, or other communication may be given by certified or registered United States Mail, Federal Express, UPS, DHL or facsimile addressed to the Party to which directed at the address or facsimile number hereinafter set forth:

To Seller: Turner and Elder Properties
613 East Ash Street
Columbia, MO 65201
Fax (573) 875-8441

with copy to: Carlyle Foley
804 Locust Street
Columbia, MO 65201
Fax (573) 875-3100

To Buyer: Boone County Commission
891 East Walnut, Room 245
Columbia, MO 65201
Fax (573) 886-4311

with copy to: John L. Patton
County Counselor
601 East Walnut, Room 207
Columbia, MO 65201
Fax (573) 886-4413

Any such written notice shall be conclusively deemed given on the earlier of the date of actual delivery or the following date:

A. With respect to delivering by certified or registered United States mail, on the third business day following the date of mailing; and

B. With respect to delivery by Federal Express, UPS, and DHL, upon the date of actual delivery by such carrier to the Party to whom or which addressed.

C. With respect to delivery by facsimile transmission, upon confirmed completion of such transmission, provided such written notice is, on such date of transmission, also so mailed or so delivered to Federal Express, UPS or DHL.

Either Party hereto may from time to time change the foregoing address by written notice to the other Party similarly given; provided, however, such change of address shall only be effective upon its actual receipt by the Party to whom it is addressed.

(13) In the event either Party shall be compelled to employ an attorney to enforce the provisions of this Contract, the Parties agree that the non-defaulting Party shall be entitled to recover from the defaulting Party all of his costs and expenses, including reasonable attorney's fees incurred thereby.

(14) The Parties agree that no realtor is involved in representing either Seller or Buyer in this transaction. Should either party retain a realtor to assist in this transaction the party retaining such professional shall be solely responsible for any commissions or payment to that realtor. Any Party to this Contract through whom a claim to any broker's, finder's or other fee, commission or cost is made, contrary to the representations made above in this Paragraph, shall indemnify, defend and hold harmless the other Party to this Contract 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 claim. The provisions of this Paragraph shall survive the Closing or termination of this Contract.

(15) The Buyer agrees that Seller may elect prior to Closing to not accept cash payment of the Purchase Price and to effectuate a Starker Exchange (a deferred IRC Section 1031 exchange) with respect to the Subject Property. The Buyer agrees to cooperate in such Starker Exchange and execute a Deferred Exchange Agreement Utilizing Qualified Trust, provided that the same shall not contain any obligation of Buyer. In such event, the Buyer agrees to pay the Purchase Price to the Seller's designated trustee. Seller represents and warrants that Buyer shall

incur no additional expenses as a result thereof and that Seller agrees to bear any additional costs associated with, and incurred because of, such Starker Exchange.

(16) The Seller agrees that Buyer may assign this Contract; provided, however, Buyer agrees to remain liable under this Contract irrespective of any such assignment.

(17) The following provisions shall be applicable to the entire Contract, unless the specific language of any provision herein shall indicate otherwise;

A. This Contract shall be governed by and construed pursuant to the laws of the State of Missouri.

B. Time is declared to be of the essence of this Contract.

C. The Parties hereto agree that this Contract was negotiated at arm's length and that for purposes of interpretation neither Party shall be deemed the drafter of this Contract.

D. Whenever the context requires, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender.

E. Each person whose signature appears subscribed below on behalf of any entity Party hereto who is not a natural person, does hereby warrant that he or she is duly authorized to so subscribe this Contract and that said act is sufficient, or has been made sufficient by co-subscription or seal, to bind and commit said entity to all terms, requirements and conditions of this Contract.

F. All exhibits and other documents specifically referenced herein shall be for all purposes incorporated herein and adopted by reference, as is set forth herein verbatim et literatim.

G. Unless specified otherwise, any reference to a "day" or "days" herein shall mean a calendar day or days.

H. The rights, powers and remedies of either party contained in this Contract are cumulative; and no one of them is exclusive of the others or exclusive of any rights, powers or remedies allowed either party by law, and shall not affect the right of either party to pursue any other equitable or legal remedy to which that party might be entitled so long as any remedy remains unsatisfied or undischarged.

I. No waiver by either Party or any breach of any other Party's obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any prior or subsequent breach of the same or any other obligation, agreement, or covenant, nor shall any forbearance to seek remedy

for any such breach be deemed a waiver by either Party of its rights and remedies with respect to such breach or any prior or subsequent breach.

J. Neither this Contract, nor any terms or provisions hereof, may be changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, discharge or termination is sought.

K. The covenants, promises and conditions to be performed pursuant to this Contract shall survive the closing of the transaction and shall continue to be binding upon the Parties hereto, their heirs, personal representatives, successors and assigns.

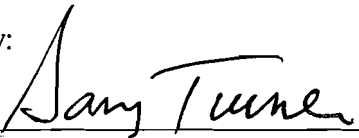
L. This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors and permitted assigns.

M. The parties hereby waive trial by jury in any action or lawsuit brought by either party against the other, at any time, arising out of this Contract or the subject matter of this contact.

IN WITNESS WHEREOF, the Parties have executed and/or caused to be executed this Contract on the date and year first written above.

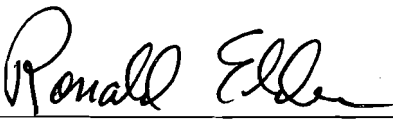
Seller:

Turner and Elder Properties
A Missouri Partnership

By: 

Gary Turner

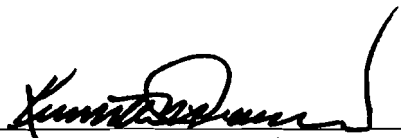
and



Ronald Elder

Buyer:

Boone County, Missouri

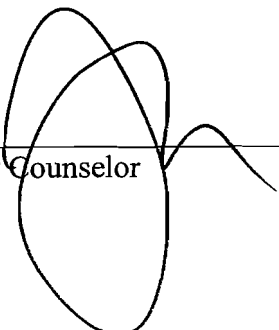
By: 

Kenneth M. Pearson, Presiding Commissioner
Attest:



Wendy S. Noren, County Clerk

Approved As To Legal Form:



County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract for the fiscal year of 2007.

		1190-91800	\$363,050
		1190-91200	321,950
Signature	<u>June Pitchford by KF</u>	Date	<u>8/13/2007</u>
	<u>(Pending budget amendment approval.)</u>		

GENERAL WARRANTY DEED

This Deed, made and entered into this 15th day of November, 2007, by and between **TURNER AND ELDER PROPERTIES**, a Missouri Partnership, Party of the First Part, of Boone County, State of Missouri, *Grantor*, and **BOONE COUNTY, MISSOURI**, a political subdivision of the state of Missouri, Party of the Second Part of Boone County, State of Missouri, *Grantee*. Grantee's mailing address is 801 East Walnut, Room 245 Columbia, MO 65201

Witnesseth, that the said Party of the First Part, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain and Sell, Convey and Confirm unto the said Party of the Second Part, its heirs and assigns, the following described real estate, situated in the County of Boone and State of Missouri, to-wit:

Lot Three Hundred Thirty-nine (339) in the Original Town, now City of Columbia, as shown by Plat recorded in Plat Book A, Page 335, of the Records of Boone County, Missouri.

Commonly known as 613 East Ash Street Columbia, Missouri.

Subject to Easements and restrictions of record.

Subject to taxes for 2007 and thereafter.

This document, including the legal description, was prepared by Carlyle Foley, attorney, based solely on information furnished by the parties or their agents without title search or examination per direction of client.

To Have and To Hold The Same, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said Parties of the Second Part forever, the said Party of the First Part hereby covenanting that said party and its heirs, personal representatives, and assigns shall and will Warrant and Defend the title to the premises unto the said Parties of the Second Part, and to the heirs and assigns of such party forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2007 and thereafter, and special taxes becoming a lien after the date of this deed.

In Witness Whereof, the Grantor has hereunto executed this instrument on the day and year above written.

Turner and Elder Properties,
A Missouri Partnership

By its Partners:

Ronald G. Elder
Ronald G. Elder

and

Gary R. Turner
Gary R. Turner

State of Missouri)
) ss.
County of Boone)

On this 15th day of November, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Gary R. Turner** and **Ronald G. Elder**, being all of the partners of **Turner and Elder Properties**, a Missouri Partnership, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in the certificate above written.

(SEAL)



Carlyle Foley
Carlyle Foley, Notary Public

AFFIDAVIT TO BE SIGNED BY SELLER OR MORTGAGOR IN CONNECTION
WITH TITLE INSURANCE POLICY TO BE ISSUED BY

BOONE-CENTRAL TITLE COMPANY
as agent for CHICAGO TITLE INSURANCE COMPANY

File No: 0720238

State of Missouri

}

County of Boone

}

ss:

}

The undersigned, being first duly sworn, deposes and says that:

I am a citizen of the United States, of legal age and have never been known by any other name than that set out below,

I have owned the property now being sold or mortgaged by me continuously for _____ years last past, and my possession thereof has been peaceable and undisturbed and title to said property has never been disputed or questioned to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely to me,

No proceedings in bankruptcy or receivership have ever been instituted by, or against me, and I have never made an assignment for the benefit of creditors,

I know of no action or proceeding, whatever, which is now pending in any State or Federal Court in the United States, to which I am a party, nor do I know of any Federal Court Judgment, Federal Tax Lien, or any other Federal Lien of any kind or nature whatever which now constitutes a lien or charge upon the above described real property.

I have received no notice from any public authority, requiring any improvement, alteration, or change to be made in or about said property,

There are no tenancies or leases, except NDNE
(if none, state "none").

Affiants state that all sewer bills and trustees assessments are paid.

There are no unpaid bills or claims for labor or services performed or material furnished or delivered during the last twelve months for alterations, repair work or new construction on the above described property, except

NDNE
(if none, state "none").

The building was completed more than 30 years ago.

There are no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases affecting any fixtures, appliances, or equipment which are now installed in or upon said real property or the improvement thereon, and all plumbing, heating, lighting, refrigerating, and other equipment is fully paid for, including all bills for the repair thereof, except as follows:

NDNE
(if none, state "none")

I have not been divorced since acquisition of said property.
(If divorced since acquisition, give details.)

Said property is not subject to any unrecorded rights of way, easements or party walls except
NDNE
(if none, state "none").

The property referred to herein is briefly described as follows:

613 E. ASH ST., COLUMBIA, MO 65201

SELLER(S):

**TURNER AND ELDER PROPERTIES, A MISSOURI
PARTNERSHIP**

Gary R. Turner
BY GARY TURNER

Ronald A. Elder
BY RONALD ELDER

Subscribed and sworn to before me this **15th day of November, 2007.**

Notary Public

My Term Expires: _____

BOONE-CENTRAL TITLE COMPANY
601 E. BROADWAY, STE 102
COLUMBIA, MO 65201



PHONE (573) 442-0139
TOLL FREE (866) 298-3269
CLOSING FAX (573) 874-7090

Purchaser Statement for File 0720238
11/15/2007

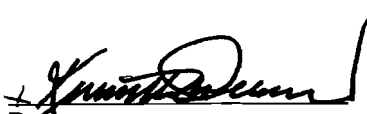
Purchaser: Boone County Missouri

Seller: Turner and Elder Properties, a Missouri partnership
1031 Exchangor, Inc., Facilitator
601 E. Broadway, Ste 102
Columbia, MO 65201

Property Address: Lot 339, Columbia, Boone County
613 E. Ash St.
Columbia, MO 65201

	Debits	Credits
Contract Sales Price	\$685,000.00	
Complement or closing fee to Boone-Central Title	\$100.00	
Recording Fees to Boone County Recorder of Deeds	\$27.00	
Sub-totals	\$685,127.00	\$0.00
Balance Due From Purchaser		\$685,127.00

By: _____ Totals Accepted this 15th day of November, 2007
Boone County Missouri


By _____

Closing Agent:


Christine

Boone-Central Title Company

601 East Broadway
Columbia, MO 65201

Agent for
Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Commitment Date: **September 12, 2007, 8:00 am**
Issue Date: ,

2. Policy (or Policies) to be issued: POLICY AMOUNT

(a) ALTA OWNER'S POLICY - (6-17-06) \$685,000.00
Proposed Insured: **Boone County Missouri**

(b) ALTA LOAN POLICY - (6-17-06)
Proposed Insured:

Proposed Borrower:

(c) Proposed Insured:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by
Turner and Elder Properties, a Missouri partnership

4. The land referred to in the Commitment is described as follows:

Lot Three Hundred Thirty-nine (339) in the Original Town, now City of Columbia, Boone County, Missouri.

Boone-Central Title Company

Agent for

Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B - SECTION I
REQUIREMENTS**

Effective Date: **September 12, 2007, 8:00am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or according to the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - 1. **WARRANTY DEED from Turner and Elder Properties, a Missouri partnership to Boone County Missouri. ANY INSTRUMENT TO BE EXECUTED BY THE GENERAL PARTNERSHIP, MUST: A. BE EXECUTED IN THE PARTNERSHIP NAME, AND B. BE SIGNED BY ALL OF THE PARTNERS AND STATE THAT THEY ARE THE ONLY MEMBERS OF THE PARTNERSHIP.**
 - 2. **Release of Deed of Trust made by Turner and Elder Properties, a Missouri partnership, in favor of Ross Stroupe, trustee for L. P. Johnston Company, Inc., a Missouri corporation, dated January 8, 1985 and recorded in Book 520, Page 540, Records of Boone County, Missouri, to secure a loan in the original amount of \$86,502.27.**
 - 3. **PARTIAL RELEASE OF DEED OF TRUST MADE BY Turner and Elder Properties, a Missouri Partnership IN FAVOR OF James M. Powell, TRUSTEE FOR Boone County National Bank DATED April 13, 2007 AND RECORDED IN BOOK 3124, PAGE 77, RECORDS OF BOONE COUNTY, MISSOURI, TO SECURE A LOAN IN THE ORIGINAL AMOUNT OF \$3,000,000.00.**
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

Boone-Central Title Company
Agent for
Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B - SECTION II
EXCEPTIONS**

Effective Date: September 12, 2007, 8:00am

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

STANDARD EXCEPTIONS:

1. (a) Rights or claims of parties in possession not shown by the public records.
- (b) Easements or claims of easements, not shown by the public records.
- (c) Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- (d) Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (e) Taxes or special assessments which are not shown as existing liens by the public records.

SPECIAL EXCEPTIONS:

1. General taxes for the year 2007 and thereafter. Any Special Taxes are not at this date entered against said property on the books in the Clerk's Office for the County of Boone, State of Missouri. **NONE NOW DUE AND PAYABLE**

Note: For information purposes only, we submit the following tax figures. We assume no liability for correctness of same.

Taxes for the year 2006 Tax Amount \$4,653.14.

Tax Assessment Number: 16-320-00-17-030.00

**Property Address
613 E. Ash St.
Columbia, MO 65201**