

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 22nd day of December 20 09

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

Now on this day the County Commission of the County of Boone does hereby authorize and direct the issuance of \$555,000.00 temporary municipal notes, series 2009 (Lakewood Estates, Lakewood Villas, and Valley Creek Neighborhood Improvement District Project) of Boone County, Missouri; Approving the County's agreement to assume all cost and responsibility for maintenance of the project upon completion, and confirming that such maintenance costs shall not be assessed against the owners of real property within the district; prescribing the terms and details of said notes; and authorizing certain other documents and actions in connection therewith. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said documents.

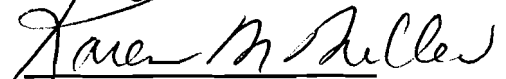
Done this 22nd day of December, 2009.



Judge Gene Hamilton
Acting Commissioner

Absent

Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner and
Acting Presiding Commissioner

ATTEST:

Wendy S. Noren K-5
Wendy S. Noren
Clerk of the County Commission

Absent

Skip Elkin
District II Commissioner

AN ORDER AUTHORIZING AND DIRECTING THE ISSUANCE OF \$550,000 TEMPORARY MUNICIPAL NOTES, SERIES 2009 (LAKEWOOD ESTATES, LAKEWOOD VILLAS AND VALLEY CREEK NEIGHBORHOOD IMPROVEMENT DISTRICT PROJECT), OF BOONE COUNTY, MISSOURI; APPROVING THE COUNTY'S AGREEMENT TO ASSUME ALL COST AND RESPONSIBILITY FOR MAINTENANCE OF THE PROJECT UPON COMPLETION, AND CONFIRMING THAT SUCH MAINTENANCE COSTS SHALL NOT BE ASSESSED AGAINST THE OWNERS OF REAL PROPERTY WITHIN THE DISTRICT; PRESCRIBING THE TERMS AND DETAILS OF SAID NOTES; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, pursuant to the Neighborhood Improvement District Act, Section 67.453 to 67.475, inclusive, of the Revised Statutes of Missouri, as amended (the "Act"), and all other provisions of the laws of the State of Missouri applicable thereto, by proceedings duly had, the County Commission of Boone County, Missouri, has duly authorized and undertaken the Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project number 9644 (the "Project"), as more fully described in an Order approved by the County Commission on May 5, 2009, at an estimated cost of \$741,029.24 (excluding costs that the County has agreed to pay); and

WHEREAS, the cost of the Project, other than the costs that the County has agreed to pay (as stated in the related Petition for the Creation of a Neighborhood Improvement District), is to be paid from assessments against the property within the Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District (the "District") pursuant to the Act; and

WHEREAS, it is necessary for the County to provide cash funds to meet its obligations incurred in acquiring and constructing the Project prior to the completion of said improvements and prior to the collection of assessments against the owners of property liable therefor or the issuance of the County's general obligation Notes in the amount of unpaid assessments, and it is desirable and in the interest of the County that such funds be raised by the issuance of temporary notes of the County, said notes to be issued by the County pursuant to the Act; and

WHEREAS, by approval of this Order the County Commission intends to authorize and direct the issuance of the County's temporary notes to pay costs of the Project, and to confirm the agreement of the County to assume all cost and responsibility for maintenance of the Project upon completion thereof.

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms.

"Act" means the Neighborhood Improvement District Act, Sections 67.453 to 67.475, inclusive, of the Revised Statutes of Missouri, as amended.

"Arbitrage Instructions" means the arbitrage instructions included in the County's Federal Tax Certificate relating to the Notes, as the same may be amended or supplemented in accordance with the provisions thereof.

“Authorized Investments” means direct obligations of, or obligations guaranteed by, the United States of America, or any other investments permitted by Missouri law.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the County.

“Business Day” means a day other than Saturday, Sunday or holiday on which the banks located in the County in which the principal corporate trust office or the principal payment office of the Paying Agent are required or authorized by law to remain closed.

“County” means Boone County, Missouri, a first class county and political subdivision of the State of Missouri.

“Clerk” or “County Clerk” means the duly appointed and acting County Clerk or, in the County Clerk’s absence, the duly appointed and/or elected Deputy County Clerk or Acting County Clerk of the County.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“Costs of Issuance” means all costs of issuing the Notes, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, paying agent fees and expenses, underwriting fees, and all legal fees and expenses of Bond Counsel and other legal counsel.

“Debt Service Fund” means the Debt Service Fund of the County for its general obligation bonds and notes.

“District” means the Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District established by the County pursuant to the Act, with boundaries as described in a Resolution passed by the County Commission on March 21, 2005.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity Date thereof or call for optional or mandatory redemption or otherwise.

“Notes” means the Temporary Municipal Notes, Series 2009 (Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project), dated the date of original issuance and delivery thereof, authorized by this Order in the aggregate principal amount of \$550,000.

“Note Register” means the books for the registration, transfer and exchange of Notes kept by the Paying Agent.

“Order” means this Order of the County authorizing the issuance of the Notes.

“Original Purchaser” means Piper Jaffray & Co., Leawood, Kansas.

“Owner” or “Noteowner” or “Registered Owner” when used with respect to any Note means the person in whose name such Note is registered on the registration books for the Notes as maintained by the Paying Agent.

“Outstanding” means as of a particular date, each Note theretofore issued, authenticated and delivered under the provisions of this Order, except:

(a) each and every Note theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Order;

(b) each and every Note for the payment or redemption of which monies or investments have been deposited in accordance with this Order; and

(c) each and every Note in exchange for or in lieu of which another Note or Notes has been authenticated and delivered pursuant to this Order.

“Paying Agent” means The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, and any successors and assigns.

“Presiding Commissioner” means the duly elected and acting Presiding Commissioner of the County.

“Principal and Interest Account” means the Principal and Interest Account for Boone County, Missouri, Temporary Municipal Notes, Series 2009 (Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project), created herein within the County’s Debt Service Fund.

“Project” means the Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project referred to in the preamble to this Order.

“Project Fund” means the Project Fund for Boone County, Missouri, Temporary Municipal Notes, Series 2009 (Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project), created herein.

“Purchase Contract” means the Purchase Contract between the County and the Original Purchaser.

“Purchase Price” means an amount equal to the principal amount of the Notes, plus a premium of \$_____ and less an underwriting discount of \$_____.

“Stated Maturity Date” means October 1, 2010.

ARTICLE II

AUTHORIZATION OF THE NOTES

Section 201. Authorization and Security.

(a) There shall be issued and hereby is authorized and directed to be issued the Temporary Municipal Notes, Series 2009 (Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project), of the County in the principal amount of \$550,000, for the purpose of providing funds to pay the costs of the Project.

(b) The Notes shall be general obligations of the County payable as to both principal and interest from the proceeds of general obligation Notes of the County, from special assessments levied upon the property benefited by the acquisition and construction of the Project or from both, and if not so paid, from current income and revenues and surplus funds of the County. The full faith, credit and resources of the County are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due; provided, however, the County may not impose any new or increased ad valorem property tax to pay principal of or interest on the Notes without the voter approval required by the Constitution and laws of the State of Missouri.

Section 202. Description of the Notes. The Notes shall be substantially in the form set forth in **Exhibit A** attached hereto and shall consist of fully-registered notes, numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Notes shall be dated the date of original issuance and delivery thereof, shall become due on October 1, 2010 (the "Stated Maturity Date"), and shall bear interest at the rate of 2 % per annum (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof, payable at Maturity.

Section 203. Designation of Paying Agent.

(a) The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, is hereby designated as the Paying Agent for the Notes.

(b) The County will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The County reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

(c) Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company located in the State of Missouri organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority. The Paying Agent shall be paid its usual fees and expenses for services rendered by it in connection with the Notes.

Section 204. Method and Place of Payment. The principal of and interest on the Notes shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal of and interest on each Note shall be paid at Maturity by check or draft to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal corporate trust operations office of the Paying Agent or such other office as the Paying Agent shall designate. Any payment of principal of or interest on the Notes that becomes due on a day when the Paying Agent is not open for business shall be made on the next succeeding Business Day without additional interest accruing after the stated due date. The Paying Agent shall keep a record of payment of principal of and interest on all Notes, and shall, at the written request of the County, forward a copy or summary of such records to the County.

Section 205. Method of Execution and Authentication. The Notes shall be executed for and on behalf of the County by the manual or facsimile signature of the Presiding Commissioner, attested by the manual or facsimile signature of the County Clerk and the seal of the County shall be affixed thereto

or imprinted thereon. If either of the aforementioned ceases to hold such offices before the Notes are issued and delivered, the Notes may be issued and transferred to others as though said officers had not ceased to hold office, and such signatures appearing on the Notes shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer. The Notes shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Order or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Order.

Section 206. Note Registration, Transfer and Exchange.

(a) As long as the Note remains Outstanding, the County shall cause the books for the registration and transfer of the Notes (the "Note Register") as provided in this Order to be kept by the Paying Agent. Upon presentation of the necessary documents as hereinafter described, the Paying Agent shall transfer or exchange any Note for a new Note in an authorized denomination for the same aggregate principal amount as the Note presented for transfer or exchange.

(b) A Note presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent. In addition, a Note presented for transfer or exchange shall be surrendered to the Paying Agent for cancellation.

(c) Prior to delivery of each new Note to the transferee, the Paying Agent shall register the same in the Note Register kept by the Paying Agent for such purpose and shall authenticate each Note.

(d) The County shall pay the cost of printing a reasonable supply of blank registered note forms. The fees of the Paying Agent for registration and transfer of the Note and any additional costs or fees that might be incurred in the secondary market are the responsibility of the Owner.

(e) The County and the Paying Agent shall not be required to issue, register, transfer or exchange any Note within 30 days of a date on which a Note is to be redeemed after notice of such redemption has been given in accordance with **Article III** of this Order.

(f) Each new Note delivered upon any transfer or exchange shall be a valid obligation of the County, evidencing the same debt as the Note surrendered, shall be secured by this Order and shall be entitled to all of the security and benefits hereof to the same extent as the Note surrendered. The County and Paying Agent may deem and treat the person in whose name any Note is registered on the Note Register as the absolute Owner thereof, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes, and all such payment so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to the extent of the sum or sums so paid, and neither the County nor the Paying Agent shall be affected by any notice to the contrary.

Section 207. Note Surrender and Cancellation. Whenever any Outstanding Note is delivered to the Paying Agent for cancellation pursuant to this Order, upon payment of the principal amount thereof and interest thereon or replacement pursuant to this Order, such Note shall be immediately canceled by the Paying Agent. The Paying Agent shall execute a certificate in triplicate describing the Note to be

cancelled, and shall file executed counterparts of such certificate with the County. All Notes cancelled by the Paying Agent shall be destroyed by the Paying Agent in accordance with then applicable record retention requirements.

Section 208. Mutilation, Loss, Theft or Destruction. If any Note is mutilated, lost, stolen or destroyed, the County may execute a new Note of like date, maturity, denomination, interest rate and all other terms as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Paying Agent and, in the case of any lost, stolen or destroyed Note there shall be first furnished to the Paying Agent evidence of such loss, theft or destruction satisfactory to it, together with an indemnity satisfactory to the Paying Agent and the County to hold each of them harmless. If such Note has matured or, is about to mature or has been called for redemption, instead of issuing a duplicate Note, the Paying Agent may pay the same without surrender thereof. The County and the Paying Agent may charge to the Owner of such Note reasonable fees and expenses in connection with replacing any Note mutilated, stolen, lost or destroyed.

Section 209. Execution and Delivery of the Notes. The Presiding Commissioner and County Clerk are hereby authorized and directed to prepare and execute the Notes in the manner hereinbefore specified and to cause the Notes to be registered on the Note Register in the offices of the Paying Agent and, when duly executed and registered, to deliver the Notes to or upon the order of the Original Purchaser, upon receipt by the County of the Purchase Price.

Section 210. Sale of Notes. The sale of the Notes to the Original Purchaser at an amount equal to the Purchase Price is hereby ratified and confirmed. Delivery of the Notes shall be made to the Original Purchaser as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of sale. The County is authorized to enter into the Purchase Contract between the County and the Original Purchaser in substantially the form presented to and reviewed by the County Commission (a copy of which shall be filed in the records of the County). The Presiding Commissioner is authorized to execute the Purchase Contract, with such changes therein as such official deems appropriate, for and on behalf of the County, such officer's signature thereon being conclusive evidence of such official's and the County's approval thereof.

Section 211. Securities Depository.

(a) For purposes of this Section, the following terms shall have the following meanings:

“Beneficial Owner” means, whenever used with respect to a Note, the Person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant, or such Person's subrogee.

“Cede & Co.” means Cede & Co., the nominee of the Securities Depository, and any successor nominee of the Securities Depository with respect to the Notes.

“Participant” means any broker-dealer, bank or other financial institution for which the Securities Depository holds Notes as securities depository.

“Representation Letter” means the Representation Letter from the County and the Paying Agent to the Securities Depository with respect to the Notes.

“Securities Depository” means The Depository Trust Company, New York, New York.

(b) The Notes shall be initially issued as one single authenticated fully registered note. Upon initial issuance, the ownership of such Notes shall be registered in the County's Note Register kept by the Paying Agent in the name of Cede & Co., as nominee of the Securities Depository. The Paying Agent and the County may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal of or interest on the Notes, giving any notice permitted or required to be given to Registered Owners of Notes under this Order, registering the transfer of Notes, and for all other purposes whatsoever; and neither the Paying Agent nor the County shall be affected by any notice to the contrary. Neither the Paying Agent nor the County shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Notes under or through the Securities Depository or any Participant, or any other Person which is not shown on the Note Register kept by the Paying Agent as being a Registered Owner of any Notes, with respect to the accuracy of any records maintained by the Securities Depository or any Participant, with respect to the payment by the Securities Depository or any Participant of any amount with respect to the principal of or interest on the Notes, with respect to any notice which is permitted or required to be given to Owners of Notes under this Order, or with respect to any consent given or other action taken by the Securities Depository as Registered Owner of the Notes. The Paying Agent shall pay all principal of and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and interest on the Notes to the extent of the sum or sums so paid. No Person other than the Securities Depository (or the Paying Agent as "Fast Agent") shall receive an authenticated Note evidencing the County's obligation to make payments of principal and interest. Upon delivery by the Securities Depository to the Paying Agent of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to such new nominee in accordance with paragraph (f) hereof.

(c) If the County determines that it is in the best interest of the Beneficial Owners that they be able to obtain certificated Notes, the County may notify the Securities Depository and the Paying Agent, whereupon the Securities Depository shall notify the Participants of the availability through the Securities Depository of Note certificates. In such event, the Notes will be transferable in accordance with paragraph (f) hereof. The Securities Depository may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the County and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event the Notes will be transferable in accordance with paragraph (f) hereof. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes, their addresses and principal amount held. The cost of printing, registration, authentication and delivery of Replacement Notes shall be paid for by the County.

(d) Notwithstanding any other provision of this Order to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of the Securities Depository, all payments with respect to the principal of and interest on such Note and all notices with respect to such Note shall be made and given, respectively, to the Securities Depository as provided in the Representation Letter.

(e) The Presiding Commissioner of the County is hereby authorized to execute and deliver a Representation Letter to the Securities Depository setting forth certain matters with respect to, among other things, notices, consents and approvals by Registered Owners of the Notes and Beneficial Owners and payments on the Notes. The Paying Agent shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Order.

(f) If any transfer or exchange of Notes is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent from the Registered Owners thereof of the Notes to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Order. If Notes are issued to holders other than Cede & Co., its successor as nominee for the Securities Depository as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of this Order shall also apply to all matters relating thereto, including, without limitation, the printing of such Notes and the method of payment of the principal of and interest on such Notes.

ARTICLE III

REDEMPTION AND PREPAYMENT OF THE NOTES

Section 301. Optional Redemption. At the option of the County, the Notes may be called for redemption and payment as a whole on August 1, 2010 or any date thereafter, at the redemption price of 100% of the principal amount of the Notes plus accrued interest thereon to the redemption date.

Section 302. Notice of Redemption.

(a) The Paying Agent shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the redemption date of written instructions from the County specifying the redemption date. Unless waived by any Owner of a Note to be redeemed, if the County calls the Notes for redemption and payment prior to the maturity thereof, the Paying Agent shall give written notice of such redemption, said notice to be mailed by first class mail addressed to the Registered Owner of the Notes and to the Original Purchaser of the Notes, said notice to be mailed not less than 30 days prior to the date fixed for redemption. The Paying Agent shall also give such additional notice as may be required by Missouri law in effect as of the date of such notice.

(b) An official notice of redemption shall be dated and shall state (1) the redemption date, (2) the redemption price, (3) that on the redemption date the redemption price will become due and payable upon the Notes and that interest thereon shall cease to accrue from and after said date, and (4) the place where the Notes are to be surrendered for payment of the redemption price, which place of payment shall be the principal payment office of the Paying Agent.

(c) Prior to any redemption date, the County shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of the Notes on the redemption date. Upon surrender of the Notes for redemption in accordance with said notice, the Notes shall be paid by the Paying Agent at the redemption price. Each Note which has been redeemed shall be cancelled and destroyed by the Paying Agent and shall not be reissued.

(d) The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Section 303. Effect of Call for Redemption. Whenever the Note is called for redemption and payment as provided in this Article, the Note shall become due and payable on the redemption date and all interest on the Note shall cease from and after the redemption date, provided funds are available for payment of the Note at the price hereinbefore specified.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the treasury of the County the following funds and accounts:

(a) Project Fund for Boone County, Missouri, Temporary Municipal Notes, Series 2009 (Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project).

(b) Principal and Interest Account for Boone County, Missouri, Temporary Municipal Notes, Series 2009 (Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project).

The funds and accounts established herein shall be administered in accordance with the provisions of this Order so long as the Notes are outstanding.

Section 402. Disposition of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

(a) The sum of \$ _____ shall be deposited in the Principal and Interest Account and applied to the payment of interest to become due on the Notes at Maturity, in accordance with **Section 404** hereof.

(b) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Project Fund and shall be applied in accordance with **Section 403** hereof.

The County covenants that in the acquisition and construction of the Project, it will perform all duties and obligations relative to the Project as are now or may be hereafter imposed by the Act and the provisions of this Order.

Section 403. Payment of Project Costs and Maintenance Costs.

(a) Money in the Project Fund shall be used by the County solely for the purpose of (i) paying the costs of Project, as hereinbefore provided, in accordance with the plans and specifications therefor prepared by the County's engineers heretofore approved by the County Commission and on file in the office of the County Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the County's engineers and approved by the County Commission, and (ii) paying the costs and expenses of issuing the Notes and organizing the District.

(b) The County Treasurer shall make withdrawals from the Project Fund only upon duly authorized and executed order of the County Commission therefor, accompanied by a certificate executed by the County's engineers that such payment is being made for a purpose within the scope of this Order and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Project Fund of all costs and expenses incident to the issuance of the Notes and the organization of the District without a certificate from the County's engineers.

(c) All money remaining in the Project Fund after the completion of the Project shall be transferred immediately to the Principal and Interest Account and applied to the payment of principal of and interest on the Notes.

(d) The County agrees to assume all cost and responsibility for maintenance of the Project upon completion thereof, and the County Commission hereby confirms that such maintenance costs shall not be assessed against the owners of real property within the District pursuant to the Act.

Section 404. Application of Money in the Principal and Interest Account.

(a) All amounts paid and credited to the Principal and Interest Account shall be expended and used by the County for the sole purpose of paying the principal of and interest on the Notes as and when the same become due.

(b) The County's Treasurer is hereby authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of and interest on the Notes in such a manner to ensure that immediately available funds are received by the Paying Agent not less than one Business Day prior to when the same become due. If, through the lapse of time or otherwise, the Registered Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the County. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Order and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Notes entitled to payment from such money.

(c) Any money or investments remaining in the Principal and Interest Account after the retirement of the Notes shall be transferred and paid into the County's Debt Service Fund.

Section 405. Payments Due on Saturdays, Sundays and Holidays. In any case where the Maturity Date is not a Business Day, then payment of the principal or interest need not be made on such Stated Maturity Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Stated Maturity Date, and no interest shall accrue for the period after such date.

Section 406. Deposits. Cash money in each of the funds and accounts herein created and established shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Missouri, and all such deposits shall be adequately secured by the banks or financial institutions holding such deposits in accordance with Missouri law.

Section 407. Investments. Money held in the funds and accounts herein created or established in conjunction with the issuance of the Notes may be invested by the County in Authorized Investments in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the money invested may be needed for the purpose for which such fund or account was created. All interest on any Authorized Investment held in any fund or account shall accrue to and become a part of such fund or account. In determining the amount held in any fund or account under the provisions of this Order, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

Section 408. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the County to the Registered Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of

the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his or her part under this Order or on, or with respect to, said Note. If any Note is not presented for payment within one year following the date when such Note becomes due at Maturity, the Paying Agent shall, without liability for interest thereon, repay to the County the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the County, and the Registered Owner thereof shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the County shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE V

DEFAULT AND REMEDIES

Section 501. Remedies. The provisions of this Order, including the covenants and agreements herein contained, shall constitute a contract between the County and the Noteowners. Any Noteowners shall have the right:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner against the County and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Order or by the Constitution and laws of the State of Missouri;
- (b) by suit, action or other proceedings in equity or at law to require the County, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Noteowners.

Section 502. Limitation on Rights of a Noteowner. The covenants and agreements of the County contained herein and in the Notes shall be for the benefit, protection, and security of the Noteowners. No Noteowner secured hereby shall have any right in any manner whatever by his action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided.

Section 503. Remedies Cumulative. No remedy conferred herein upon the Noteowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Noteowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Noteowners by this Order may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Noteowner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Noteowner, then, and in every such case, the County and the Noteowner shall be restored to their former positions and rights hereunder, respectively, and all rights,

remedies, powers and duties of the Noteowner shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 601. Tax Covenants.

(a) The County covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Notes and (2) it will not use or permit the use of any proceeds of Notes or any other funds of the County, nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from federal gross income of the interest on the Notes. The County will also pass such other orders or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future law in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the County.

(b) The County covenants and agrees that (1) it will use the proceeds of the Notes as soon as practicable and with all reasonable dispatch for the purposes for which the Notes are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the County in any manner, or take or omit to take any action, that would cause the Notes to be "arbitrage Notes" within the meaning of Section 148(a) of the Code.

(c) The County covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Notes.

(d) The County covenants that it will not use any portion of the proceeds of the Notes, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Note to be a "private activity bond" within the meaning of Section 141 of the Code.

(e) The County designates the Notes as "qualified tax-exempt obligations" under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the County reasonably anticipates that the amount of tax-exempt obligations (other than private activity Notes) that will be issued by or on behalf of the County (and all subordinate entities of the County) during the calendar year that the Notes are issued, including the Notes, will not exceed \$30,000,000; and

(2) the County (including all subordinate entities of the County) will not issue tax-exempt obligations (other than private activity Notes) during the calendar year that the Notes are issued, including the Notes, in an aggregate principal amount or aggregate issue price in excess of \$30,000,000, without first obtaining an Opinion of Bond Counsel that the designation of the Notes as "qualified tax-exempt obligations" will not be adversely affected.

The Presiding Commissioner and the County Treasurer are hereby authorized to take such other action as may be necessary to make effective the designation in this subsection (e).

Section 602. Severability. In case any one or more of the provisions of this Order or of the Notes issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Order, or of the Notes appertaining thereto, but this Order and the Notes shall be construed and enforced as if such illegal or invalid provision had not been contained herein. In case any covenant, stipulation, obligation or agreement contained in the Notes or in this Order shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the County to the full extent permitted by law.

Section 603. Further Authority. The Presiding Commissioner, County Treasurer, County Clerk and other County officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Order and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 604. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 605. Governing Law. This Order and the Notes shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 606. Effective Date. This Order shall take effect and be in full force from and after its approval by the County Commission.

**APPROVED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI
THIS 22nd DAY OF DECEMBER 2009.**

Presiding Commissioner

[SEAL]

Attest:

County Clerk

EXHIBIT A

(FORM OF NOTE)

EXCEPT AS OTHERWISE PROVIDED IN THE ORDER (DESCRIBED HEREIN), THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**REGISTERED
NOTE
NUMBER**

R- _____

**REGISTERED
PRINCIPAL
AMOUNT**

\$ _____

**BOONE COUNTY, MISSOURI
TEMPORARY MUNICIPAL NOTE
SERIES 2009
(LAKEWOOD ESTATES, LAKEWOOD VILLAS AND
VALLEY CREEK NEIGHBORHOOD IMPROVEMENT DISTRICT PROJECT)**

Interest Rate

_____ %

Maturity Date

October 1, 2010

Dated Date

December 30, 2009

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

BOONE COUNTY, MISSOURI (the "County"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, unless called for redemption as hereinafter provided, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above, until said principal amount has been paid.

The principal of, premium, if any, and interest on this Note shall be payable by check or draft in lawful money of the United States of America by check or draft of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (the "Paying Agent"). The principal of and interest on this Note shall be payable to the Registered Owner hereof upon presentation of this Note at the maturity or redemption date to the Paying Agent for payment and cancellation. The principal and interest on the

Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

The Notes are general obligations of the County payable as to both principal and interest from general obligation Notes of the County and from special assessments levied upon the property benefited by the construction of the Project (as said term is defined in the Order of the County authorizing the Notes (the "Order"), or from both. If not so paid, the principal of and interest on the Notes shall be payable from current income and revenues and surplus funds of the County. The full faith, credit and resources of the County are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due; provided, however, the County may not impose any new or increased ad valorem property tax to pay principal of or interest on the Notes without the voter approval required by the Constitution and laws of the State of Missouri.

This Note is one of an authorized series of Notes of the County designated "Temporary Municipal Notes, Series 2009 (Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project)," in the original principal amount of \$550,000 (the "Notes") issued for the purposes set forth in the Order. The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Missouri, including Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended, and all other provisions of the laws of the State of Missouri applicable thereto. Capitalized terms used in this Note and not otherwise defined shall have the meanings given to them in the Order.

At the option of the County, the Notes may be called for redemption and payment prior to maturity as a whole, on August 1, 2010 or any date thereafter, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the redemption date.

If the Notes are called for redemption and payment prior to maturity, the Paying Agent will give written notice of such redemption, said notice to be mailed by first class mail addressed to the Original Purchaser of the Notes and to the Registered Owner of said Note, each of said notices to be mailed not less than 30 days prior to the date fixed for redemption. Any Note so called for redemption and payment as aforesaid shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Note at the price hereinbefore specified.

The Notes are issuable in the form of fully registered Notes without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Notes are being issued by means of a book-entry system with no physical distribution of Note certificates to be made except as provided in the Order. One Note certificate with respect to each date on which the Notes are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be delivered to and immobilized with the Securities Depository or with the Paying Agent as the Securities Depository's "FAST Agent." The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Paying Agent and the County will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of the principal of and interest on this Note, (ii) notices and (iii) voting. Transfers of principal of and interest payments to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Paying Agent and the County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities

Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of the principal of and interest on this Note shall be made in accordance with existing arrangements between the Paying Agent, the County and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDER, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

The County and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for purposes of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the County nor the Paying Agent shall be affected by any notice to the contrary.

This Note is transferable by the Registered Owner hereof in person or by the Registered Owner's agent duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Order and upon surrender and cancellation of this Note. Neither the County nor the Paying Agent shall be required to transfer or exchange any Notes called for redemption.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of the Notes have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Missouri, and that the total indebtedness of the County, including this Note, does not exceed any constitutional or statutory limitation.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Paying Agent.

IN WITNESS WHEREOF, Boone County, Missouri has caused this Note to be executed by the manual or facsimile signature of its Presiding Commissioner and attested by the manual or facsimile signature of its County Clerk, and its corporate seal to be affixed hereto or imprinted hereon, and this Note to be dated the Dated Date shown above.

BOONE COUNTY, MISSOURI

(SEAL)

ATTEST:


County Clerk

Presiding Commissioner

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Temporary Municipal Note, Series 2009 (Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project) of Boone County, Missouri, described in the within-mentioned Order.

Registration Date: _____.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,**
as Paying Agent

By: _____
Authorized Signatory

NOTE ASSIGNMENT

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM-as tenants in common
TEN ENT-as tenants by the entireties
JT TEN -as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT-__ Custodian __
(Cust) (Minor)
under Uniform Gifts to Minors Act ____ (State)

Additional abbreviations may also be used though not in the list above

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Please Print or Type Name, Address and Social Security Number or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the register kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

EXCEPT AS OTHERWISE PROVIDED IN THE ORDER (DESCRIBED HEREIN), THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**REGISTERED
NOTE
NUMBER**

**REGISTERED
PRINCIPAL
AMOUNT**

R-1

\$550,000

**BOONE COUNTY, MISSOURI
TEMPORARY MUNICIPAL NOTE
SERIES 2009
(LAKEWOOD ESTATES, LAKEWOOD VILLAS AND
VALLEY CREEK NEIGHBORHOOD IMPROVEMENT DISTRICT PROJECT)**

Interest Rate

Maturity Date

Dated Date

_____ %

October 1, 2010

December 30, 2009

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: FIVE HUNDRED FIFTY THOUSAND DOLLARS

BOONE COUNTY, MISSOURI (the "County"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, unless called for redemption as hereinafter provided, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above, until said principal amount has been paid.

The principal of, premium, if any, and interest on this Note shall be payable by check or draft in lawful money of the United States of America by check or draft of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (the "Paying Agent"). The principal of and interest on this Note shall be payable to the Registered Owner hereof upon presentation of this Note at the maturity or redemption date to the Paying Agent for payment and cancellation. The principal and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

The Notes are general obligations of the County payable as to both principal and interest from general obligation Notes of the County and from special assessments levied upon the property benefited by the construction of the Project (as said term is defined in the Order of the County authorizing the Notes (the "Order"), or from both. If not so paid, the principal of and interest on the Notes shall be payable from current income and revenues and surplus funds of the County. The full faith, credit and resources of the County are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due; provided, however, the County may not impose any new or increased ad valorem property tax to pay principal of or interest on the Notes without the voter approval required by the Constitution and laws of the State of Missouri.

This Note is one of an authorized series of Notes of the County designated "Temporary Municipal Notes, Series 2009 (Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project)," in the original principal amount of \$550,000 (the "Notes") issued for the purposes set forth in the Order. The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Missouri, including Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended, and all other provisions of the laws of the State of Missouri applicable thereto. Capitalized terms used in this Note and not otherwise defined shall have the meanings given to them in the Order.

At the option of the County, the Notes may be called for redemption and payment prior to maturity as a whole, on August 1, 2010 or any date thereafter, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the redemption date.

If the Notes are called for redemption and payment prior to maturity, the Paying Agent will give written notice of such redemption, said notice to be mailed by first class mail addressed to the Original Purchaser of the Notes and to the Registered Owner of said Note, each of said notices to be mailed not less than 30 days prior to the date fixed for redemption. Any Note so called for redemption and payment as aforesaid shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Note at the price hereinbefore specified.

The Notes are issuable in the form of fully registered Notes without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Notes are being issued by means of a book-entry system with no physical distribution of Note certificates to be made except as provided in the Order. One Note certificate with respect to each date on which the Notes are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be delivered to and immobilized with the Securities Depository or with the Paying Agent as the Securities Depository's "FAST Agent." The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Paying Agent and the County will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of the principal of and interest on this Note, (ii) notices and (iii) voting. Transfers of principal of and interest payments to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Paying Agent and the County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of the principal of and interest on this Note shall be made in accordance with existing arrangements between the Paying Agent, the County and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDER, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

The County and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for purposes of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the County nor the Paying Agent shall be affected by any notice to the contrary.

This Note is transferable by the Registered Owner hereof in person or by the Registered Owner's agent duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Order and upon surrender and cancellation of this Note. Neither the County nor the Paying Agent shall be required to transfer or exchange any Notes called for redemption.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of the Notes have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Missouri, and that the total indebtedness of the County, including this Note, does not exceed any constitutional or statutory limitation.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Paying Agent.

IN WITNESS WHEREOF, Boone County, Missouri has caused this Note to be executed by the manual or facsimile signature of its Presiding Commissioner and attested by the manual or facsimile signature of its County Clerk, and its corporate seal to be affixed hereto or imprinted hereon, and this Note to be dated the Dated Date shown above.

BOONE COUNTY, MISSOURI

(SEAL)

ATTEST:

Presiding Commissioner

County Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Temporary Municipal Note, Series 2009 (Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project) of Boone County, Missouri, described in the within-mentioned Order.

Registration Date: _____.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,**
as Paying Agent

By: _____
Authorized Signatory

NOTE ASSIGNMENT

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM-as tenants in common
TEN ENT-as tenants by the entireties
JT TEN -as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT-__Custodian____
(Cust) (Minor)
under Uniform Gifts to Minors Act ____ (State)

Additional abbreviations may also be used though not in the list above

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Please Print or Type Name, Address and Social Security Number or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the register kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

Paying Agent by the Purchaser, upon payment for the account of the County of the purchase price for the Notes.

12. Certification of the Order. The Order authorizing the issuance of the Notes, contained in the Transcript, constitutes a true and correct copy of the Order approved by the County and adopted on December 22, 2009. As of the date of this Closing Certificate, the Order has not been modified, amended or repealed and is in full force and effect. Attached as **Exhibit B** is a true and correct excerpt of the minutes of the meeting at which the Order was approved. Attached as **Exhibit C** is a true and correct copy of the notice of meeting, which was posted and given in accordance with Chapter 610 of the Revised Statutes of Missouri, as amended.

WITNESS our hands and the seal of the County this December 30, 2009.

Signature

Name and Official Title

Karen Miller, Acting Presiding Commissioner

Wendy S. Noren, County Clerk

[SEAL]

EXCERPT OF MINUTES OF MEETING

The County Commission of Boone County, Missouri, met in regular session on December 22, 2009, at 10:00 a.m., at the Boone County Government Center in Columbia, Missouri, and the following officials were present or absent as indicated:

	<u>Present/Absent</u>
Kenneth M. Pearson, Presiding Commissioner	Absent
Karen M. Miller, District I Commissioner	Present
Skip Elkin, District II Commissioner	Absent
Gene Hamilton, Circuit Judge and Acting Commissioner	Present
Wendy S. Noren, County Clerk	Present

The County Clerk, as the Clerk of the County Commission, declared that (1) the Presiding Commissioner and the District II Commissioner are absent from the County and, pursuant to Section 49.160, RSMo, as amended, the Presiding Judge of the Circuit Court has designated Circuit Judge Gene Hamilton to hold the meeting of the County Commission; and (2) pursuant to Section 49.070, RSMo, as amended, designated Karen M. Miller, the District I Commissioner, to act as the Presiding Commissioner during the absence of the regular Presiding Commissioner, with all of the powers of the regular Presiding Commissioner during his absence.

The acting Presiding Commissioner declared that a quorum was present and called the meeting to order.

***** (Other Proceedings) *****

The matter of authorizing the issuance and delivery of \$550,000 principal amount of Temporary Municipal Notes, Series 2009 (Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Project), came on for consideration and was discussed.

Acting Commissioner Hamilton introduced an Order entitled as follows:

AN ORDER AUTHORIZING AND DIRECTING THE ISSUANCE OF \$550,000 TEMPORARY MUNICIPAL NOTES, SERIES 2009 (LAKEWOOD ESTATES, LAKEWOOD VILLAS AND VALLEY CREEK NEIGHBORHOOD IMPROVEMENT DISTRICT PROJECT), OF BOONE COUNTY, MISSOURI; APPROVING THE COUNTY'S AGREEMENT TO ASSUME ALL COST AND RESPONSIBILITY FOR MAINTENANCE OF THE PROJECT UPON COMPLETION, AND CONFIRMING THAT SUCH MAINTENANCE COSTS SHALL NOT BE ASSESSED AGAINST THE OWNERS OF REAL PROPERTY WITHIN THE DISTRICT; PRESCRIBING THE TERMS AND DETAILS OF SAID NOTES; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

On motion duly made and seconded for the passage of the foregoing Order, said Order was considered and discussed and the question was put to a roll call vote, the vote thereon being as follows:

Aye: Judge Gene Hamilton

Commissioner Karen Miller

Nay: _____

Thereupon, the acting Presiding Commissioner declared that said Order had been duly passed, and said Order was then signed by the acting Presiding Commissioner and attested by the Clerk of the County Commission.

*** * * (Other Proceedings) * * ***

There being no other business to come before the County Commission at this time, upon motion duly made, seconded and carried, the meeting thereupon was adjourned.

(SEAL)

Clerk of the County Commission

The Presiding Commissioner and the County Treasurer are hereby authorized to take such other action as may be necessary to make effective the designation in this subsection (e).

Section 602. Severability. In case any one or more of the provisions of this Order or of the Notes issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Order, or of the Notes appertaining thereto, but this Order and the Notes shall be construed and enforced as if such illegal or invalid provision had not been contained herein. In case any covenant, stipulation, obligation or agreement contained in the Notes or in this Order shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the County to the full extent permitted by law.

Section 603. Further Authority. The Presiding Commissioner, County Treasurer, County Clerk and other County officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Order and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 604. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 605. Governing Law. This Order and the Notes shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 606. Effective Date. This Order shall take effect and be in full force from and after its approval by the County Commission.

**APPROVED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI
THIS 22nd DAY OF DECEMBER 2009.**

Presiding Commissioner

[SEAL]

Attest:

County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 22nd day of December 20 09

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

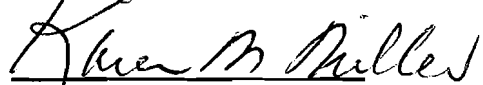
Now on this day the County Commission of the County of Boone does hereby authorize the Facility Maintenance Manager to hire Mallcoat Winslow to perform an energy audit of the Boone County Courthouse in the amount not to exceed \$14,700.00.

Done this 22nd day of December, 2009.



Judge Gene Hamilton
Acting Commissioner

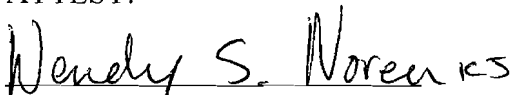
Absent
Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner and
Acting Presiding Commissioner

Absent
Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission