### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	March Session of the January Adjourned	Term. 20	04
County of Boone			
In the County Commission of said county, on the	e 2 <sup>nd</sup> day of March	20	04

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Hilltop Properties LLC for an Equine Boarding and Training Facility on 47 acres located at 2910 W. Akeman Bridge Road, Columbia, with the following conditions:

- Outdoor lighting shall be restricted to the minimum necessary to provide security and safety. Outdoor riding areas shall not be illuminated in such a way as to allow nighttime riding.
- Manure and other waste material shall be disposed of in an appropriate manner so as to create no impact to adjacent properties.
- Uses other than described in the application are not allowed without specific approval.
- There shall be no more than 24 equine on the property at any point in time.
- A minimum of 10 parking spaces shall be provided.
- Fire protection facilities shall be installed and operational to the satisfaction of the Boone County Fire Protection District prior to commencing the requested uses.

Done this 2<sup>nd</sup> day of March, 2004.

Keith Schnarre Presiding Commissioner

b. M.lle

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

Wendy S./Noren  $\Im V$ Clerk of the County Commission

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	March Session of the January Adjourned	Term. 20	04
County of Boone			
In the County Commission of said county, on the	2 <sup>nd</sup> day of March	20	04

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Hart Creek Development Inc. to rezone from A-R / PRD (Agriculture Residential Planned Residential Development) to A-2 (Agriculture) of 250 acres, more or less, located at 4201 E Christian School Rd., Hartsburg.

Done this 2<sup>nd</sup> day of March, 2004.

Wendy S. Noren

Clerk of the County Commission

absent

Keith Schnarre Presiding Commissioner

h. Miller

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

7.4. -2004

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	March Session of the January Adjourned	Term. 20	04
County of Boone			
In the County Commission of said county, on the	2 <sup>nd</sup> day of March	20	04

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Bomgaars & Associates to rezone from C-G (General Commercial) to M-LP (Planned Industrial) on 12.33 acres, more or less, located at 12847 W. Highway BB, Rocheport.

Done this 2<sup>nd</sup> day of March, 2004.

Wendy S. Noren

Clerk of the County Commission

Keith Schnarre Presiding Commissioner

lire

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	March Session of the January Adjourned	Term. 20	04
County of Boone			
In the County Commission of said county, on the	2 <sup>nd</sup> day of March	20	04

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Bomgaars & Associates for a Review Plan for Les Bourgeois Vineyards on 12.33 acres, more or less, located at 12847 W. Highway BB, Rocheport, with the following conditions:

- The proposed uses be listed on the face of the Review Plan as it is required under the regulations.
- The development meet fire district requirements for commercial/industrial uses as a condition of approval and that specific approval from the Fire Marshall will be required with respect to building and construction on the site.
- That it is recognized that all drive, parking, and loading areas must be a minimum of chip-seal surface; gravel surface is not allowed in the development.
- Any lighting be shielded and directed inward and downward to the site so as to minimize the light leaving the property.
- The detailed landscaping and erosion control plan be provided at the final plan stage.

Done this 2<sup>nd</sup> day of March, 2004.

Wendy S. Noren

Clerk of the County Commission

absent

Keith Schnarre Presiding Commissioner

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

		CERTIFIED COPY OF ORDER		
STATE OF MISSOURI	Contraction Contra	March Session of the January Adjourned Ter	rm. 20	04
County of Boone	<b>f</b> "			

In the County Commission of said county, on the

**day of** March **20** 04

76 -2004

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

Now on this day the County Commission of the County of Boone does hereby approve the petition submitted by Breakthrough Construction to vacate and re-plat Lot 4 and part of Lot 3 of Walnut Brook Subdivision Plat Three. Said vacation is not to take place until the re-plat is approved.

 $2^{nd}$ 

Done this 2<sup>nd</sup> day of March, 2004.

Wendy S. Noren

Clerk of the County Commission

Keith Schnarre Presiding Commissioner

mille UR

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

}-2004

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	March Session of the January Adjourned	Term. 20	04
County of Boone			
In the County Commission of said county, on the	2 <sup>nd</sup> day of March	20	04

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following plats:

- Owl Hollow
- Hagans Place

It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said plats.

Done this 2<sup>nd</sup> day of March, 2004.

Wendy S. Noren ~ Clerk of the County Commission

Keith Schnarre Presiding Commissioner

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	March Session of the January Adjourned	Term. 20	04
County of Boone			
In the County Commission of said county, on the	2 <sup>nd</sup> day of March	20	04

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

Now on this day the County Commission of the County of Boone does hereby receive and accept Slumberland Plat 2. It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign the Guaranty and Collateral Pledge for bonding of sewer improvements and authorize the County Treasurer to accept the bond.

Done this 2<sup>nd</sup> day of March, 2004.

Wendy S. Noren

Clerk of the County Commission

absent

Keith Schnarre Presiding Commissioner

ace

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

### UNIFORM SUBDIVISION IMPROVEMENT PERFORMANCE BOND BOONE COUNTY, MISSOURI

for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHBREAS, the undersigned Principal has sought approval of a certain subdivision plat from the County through the Boone County Commission more particularly described as follows:

,

all as shown in the final plat thereof approved by the Boone County Planning and Zoning Commission and on file with the Boone County Department of Planning and Building Inspection, which is hereby incorporated by reference, and

WHEREAS, the Principal desires to defer immediate completion or installation of the following described improvements that are required under the subdivision regulations of Boone County, Missouri, until after approval and recording of said plat, namely:

Sanitary sewer extension, as requested by	
Boone County Regional Sever District. Cost	
Boone County Regional Sever District. Cost estimate attached.	

and

WHEREAS, the County is empowered to accept a performance bond to secure the Principal's final and actual completion and installation of said improvements within said subdivision as platted and as required by the Subdivision Regulations of Boone County, Missouri, as on this date in effect and incorporated herein by reference, in lieu of immediate completion or performance prior to approval and recording of the above described plat all in accordance with section 64.825 RSMo. and Section 1.7.5 of said regulations.

NOW THEREFORE, if said plat is approved by the County Commission of Boone County, Missouri, and recorded in the office of the Recorder of Deeds for Boone County, Missouri, and the Principal shall actually complete and install all said improvements in full and complete compliance with the said subdivision regulations, by no later than the  $2^{-d}$  day of September,  $200^{+}$ , then this obligation shall be void and of no effect. However, it is expressly understood, agreed and provided under this bond that if the Principal should make default by failing to complete or install said improvements by the aforesaid date in full, strict and complete compliance with said regulations, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and in the event the Principal or Surety shall fail to immediately pay the full amount hereof, or as much as is necessary to immediately and finally complete or install said improvements after the date herein specified, upon the County's written demand, then this bond may be sued upon in the name of the County for judgment in a court of competent jurisdiction.

78-2004

\_ nd

IT IS FURTHER specifically understood, agreed and provided under this bond that the requirement that the Principal and Surety fully complete and install said improvement(s) means that all such specifications that have been approved by the Boone County Planning and Zoning Commission, the Boone County Department of Planning and Building Inspection, and such other agencies, utilities or public or private entities as are required as a part of the plat approval process established by the said regulations.

AND IT IS FURTHER understood, agreed and provided under this bond that the performance required hereunder shall apply to any changes in improvements herein specified caused by any re-plat of the above described plat which is approved by the Boone County Commission and duly recorded prior to the date of final completion required herein, whether or not the Surety hereunder is notified thereof; provided, however, the Surety shall in no event be liable for more than the stated amount of this bond for changes in said improvements caused by replatting. Further, no act of forbearance, modification, waiver or grant of time extension allowed by the County to the Principal shall in any way release or relieve the Surety of its obligations hereunder.

IN WITNESS WHEREOF, the undersigned parties have executed the within instrument this

١.

~

2 <sup>na</sup> day of <u>Ma</u>	<u>rch</u> 20 04.
Principal (s)	Surety Howen NS 3/2/04
Individual	(Surety Name) THOMAS R. STONE, JR. Notary Public -Notary Seal State of Missouri
(Partnership)	County of Boone
(Signature) Partier	(Attorney-in-Fact)
(Signature) Partner	
Signature) Partner	(Phone # of Attorney-in-Fact)
(Corporation/Limited Partnership)	
(Firm Name)	(Attorney-in-Fact)
(Signature) Officer/General Partner	
	** Attach Power of Attorney
(Title)	

S:pz\forms\subdiv\perfbond.doc

#### LOT 1B

A TRACT LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 48 NORTH, RANGE 11 WEST, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 1195 PAGE 653 AND PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 1591 PAGE 261 BOTH OF THE BOONE COUNTY RECORDS, ALSO BEING PART OF LOT 1 OF SLUMBERLAND FURNITURE STORE SUBDIVISION RECORDED IN PLAT BOOK 38 PAGE 3 OF THE BOONE COUNTY RECORDS, AND BEING LOT 1B OF SLUMBERLAND FURNITURE STORE 2 AS SHOWN IN PLAT BOOK PAGE 3/1/04

### Slumberland Furniture Store

Item	Description	Quantity	Unit	Ū	Unit Price		Total
1	8" SDR -35 PVC	700	LF	\$	30.00	\$	21,000.00
2	4' Diameter Standard Manhole	3	ĒĄ	\$	1,500.00	\$	4,500.00
3	4" X 8" Risers	2	EA	\$	200.00	\$	400.00
4	Seeding and Mulching	700	LF	\$	2.00	\$	1,400.00
Construction Cost							27,300.00
5	Easement	550	LF	\$	9.00	\$	4,950.00
6	Contingencies	20%				\$	5,460.00
7	Engineering	20%				\$	5,460.00
	Proje	ct Cost				\$	43,170.00

\_\_\_\_\_ (herein Surety), and

### **GUARANTY AND COLLATERAL PLEDGE**

This agreement is made on the <u>2<sup>nd</sup></u> day of <u>March</u>, 2004, by and between <u>Randy Ray and Henry Ray (Shumberland Furniture)</u> (herein Principal), and

the County of Boone (herein County).

#### WITNESSETH:

WHEREAS, the Principal and Surety have executed and entered into a Uniform Subdivision Improvement Performance Bond (herein performance bond) wherein the Principal and Surety have bound themselves unto the County in the sum of 43,170,00 Dollars for the purpose of securing and guaranteeing full and complete compliance with the subdivision regulations of Boone County, Missouri for Slonberland Functione Store 2, all as set forth in said performance bond which is attached hereto and incorporated herein by reference, and

WHEREAS, the County requires in lieu of corporate surely bond a Guaranty and Pledge to secure the Principal and Surety's performance under said performance bond as a condition for approval of said plat.

NOW THEREFORE, in consideration of the agreements and covenants herein contained, the parties agree as follows:

1. The Principal and Surety hereby unconditionally guarantee and promise that all obligations incurred by the Principal and Surety under the attached performance bond shall be performed and the Surety hereby irrevocable pledges the sum of  $43, 170, 0^{\circ}$  in the form of a Certificate of Deposit issued by a bank under such terms and conditions as are approved by and are acceptable to the County maturing within 90 days of deposit and made payable to the County of Boone subject to the terms hereinafter set forth to secure the obligations of the Principal and Surety under the attached performance bond.

2. The Principal hereby agrees to diligently and faithfully perform all obligations set forth in the attached performance bond and not to hinder or delay any other party hereto from performance of their obligations under said bond or agreement herein.

3. The Principal and/or Surety hereby agree that the sum irrevocably pledged to the County may be kept by the county and used by the County to fulfill the Principal's and Surety's obligations under the attached performance bond in the event of default, in whole or part, by the Principal or Surety under said bond.

4. The County hereby expressly agrees that no amount of the sum hereby pledged and kept as security shall be paid or otherwise be disbursed to any party, person or entity except under the following conditions:

a. If and when the Principal and Surety fully discharge their obligations under the performance bond on or before the date set forth therein for completion of all improvements and compliance with said subdivision regulations, then the obligations created by this agreement shall be null and void and the Certificate of Deposit pledged as security shall be returned with any interest earned to the principal or surety as their interest appears.

b. In the event of default, in whole or part, by the Principal or Surety in the performance of the obligations set forth in said performance bond, then the Certificate of Deposit shall be redeemed at the next available maturity date or sooner with penalty if necessary in the sole judgment of the County, and paid out in such amounts as are necessary to complete the improvements necessary to fulfill obligations under the bond, provided, however, that such disbursements shall only be made for the purpose of paying for the necessary materials and labor to complete the improvements in compliance with the requirements of the performance bond and such other reasonable expenses incurred by the County in connection therewith; any surplus remaining shall be returned to the Principal or Surety as their interests appear.

5. This agreement shall be binding upon and endure for the benefit of the parties hereto, their heirs, personal representatives, successors and assigns and shall not be assigned or be otherwise

transferable without the written consent of all parties to this agreement. This agreement constitutes the entire agreement between the parties and shall be amended only by written instrument executed with the same formality as this agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

PRINCIPAL: Bv: HENryP

Title:

٠.

SURETY:

Mavch By: mili blie Title: u 01

THOMAS R. STONE, JR. Notary Public - Notary Seal State of Missouri County of Boone COUNTY OF BOONE, MISSOURI

By:

Title

ATTEST: By: ъ⁄ WEN

County Clerk

s:pz\forms\subdiv\guarcoll.doc

	Time C	ertifi	cate of Deposit	t		
	nters Bank, N.A Missou Road, Columbia, MO 6		, Paris Road (Main Office) 76	300		6660000682
Account Name: COUNTY OF BOONE for SLUMBERLAND OF COLUMBIA SSN/TIN: 43-6000349 BUSINESS TYPE: Unincorporated Association						
Account Number Is	ssue Date	De	posit Amount	Term		Maturity Date
6660000682	March 2, 2004		\$43,170.00	90	Days	May 31, 2004
Rate Information: This Account is .90%. The interest rate and annual percent						
Interest begins to accrue on the bu account. Interest will be credited to the	usiness day you deposit the account at maturity.	t noncasi Interest c	n items (for example, check on your account will be credit	ks). Inte ted by ad	rest will no ding the inte	t be compounded on the erest to the principal.
Balance Information: We use the the principal in the account each day.						
Limitations: You must deposit \$1,00 additional deposits to this account. If \$10,000.00. You may not make witho	f you choose to receive	your inte	rest monthly by check, the			
Time Account Information: Your account will mature on May 31, 2004. If you withdraw any of the principal before the maturity date, we may impose a penalty of an amount equal to 90 days accrued interest. If there is not sufficient accrued interest to offset the penalty, there may be a reduction of principal. There are certain circumstances, such as death or incompetence of an owner, where we may waive or reduce the penalty. If you close your account during the stated grace period following maturity, you will not receive interest for the days from maturity date to date of account closure. We will use the rate in effect on the date of withdrawal. This account will automatically renew. You will have 10 days after the maturity date to withdraw funds without penalty.						
Account Fees: The following fees apply to this account: Photocopies: \$2.00 per item; Account Balancing Assistance: \$20.00 per hour; Account Research: \$20.00 per hour; \$2.00 per item; Collections - Coupon: \$25.00 per coupon envelope; Collections - Coupons Returned: \$25.00 each; Collections - Export Documentary: \$70.00 each; Collections - Export Processing Clean: \$50.00 each; Collections - Import Documentary: \$80.00 each; Collections - Import Processing Clean: \$60.00 each; Corporate Bond Redemption: \$50.00 each; Levy/Garnishment: \$8.00 or 2% of amount required to be deducted by court-ordered ganishment(s); Notary Service: None. For bank related documents only; Official Checks: \$5.00 each; Account Activity Printout: \$5.00 per printout; Safe Deposit Box: Sizes and prices vary according to availability and location. Please check with your branch.; Safe Deposit Box - Drilling Fee: \$100.00; Safe Deposit Box - Key Replacement: \$25.00; Safe Deposit Box - Late Fee: \$5.00; Savings Bonds: None. Series E/EE and I issue and redemption; Traveler's Checks - Checks for One: \$1.50 per \$100.00 (1.5%); Traveler's Checks - Checks for Two: \$2.00 per \$100.00 (2%); Wire Transfers - Domestic: Incoming & Outgoing \$15.00 each; Wire Transfers - Electronic/Fax Notification: \$2.00 each; Wire Transfers - Foreign: Incoming - \$15.00; Outgoing - \$50.00; Wire Transfers - Phone Notification: \$5.00 each; and Wire Transfers - Tracers: \$15.00 each.						
NON TRANSFERABLE - NON		Member FDIC	Signature and Title of Authorized Fit	nancia Insti		
TIME DEPOSIT AGREEMENT - 90-179 DAY CO #\$100,000						
We appreciate your decision to open a t your Account. Each signer acknowled indicated, and has agreed to keep the fi the Account Holder(s), the word "Accoun words "we", "us" and "our" mean the Fil for noncash items (such as checks dr converted to U.S. funds as of the date of	ges that the Account Ho iunds on deposit until the int" means this Time Dep inancial Institution. This rawn on other financial	e Maturity oosit Acco Account institutior	red has placed on deposit w bate. As used in this Agree bunt and the word "Agreeme is effective as of the Issue hs) deposited to open the	eement, tl ent" mean Date and	inancial ins ne words "y s this Time is valid as	ou", "your" or "yours" mean Deposit Agreement, and the of the date we receive credit
INTEREST RATE. The interest rate is based upon the interest accrual basis de		est paid c	on the Account which does i	not reflec	t compound	ling ("Interest Rate"), and is
AUTOMATIC RENEWAL POLICY. If the Account will automatically renew as described above, the principal amount and all paid earned interest that has not been withdrawn will automatically renew on each Maturity Date for an identical period of time as the original deposit term. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.						
EARLY WITHDRAWAL PENALTY. Yo part of the funds from your Account prio granted, the penalty as specified above to	or to maturity may result will apply.	in an ear	ly withdrawal penalty. We v	vill consid	lér requests	s for early withdrawal and, if
Minimum Required Penalty. If y days' simple interest on the withdrawn f on the amount(s) withdrawn within six (6 Penalty. You pay the early withdrawal interest, or if the interest has been paid,	funds. If partial early wit b) days after each partial penalty by forfeiting pa we take the difference fr	thdrawal( I withdrav rt of the rom the pa	<li>s) are permitted, we are required. The early withdrawal peraction accrued interest on the Accorright amount of your Accorring and anount and anount and anount and anount another ano</li>	uired to i enalty ma count. If ount.	mpose the y be more t your Accou	Minimum Required Penalty han the Minimum Required unt has not earned enough
<b>Exceptions.</b> We may let you with or more of you dies or is determined lega an Individual Retirement Account (IRA) é opened; or (3) when the Account is a K an IRA or a Keogh Plan established pu applicable grace period (if any).	ally incompetent by a con established in accordance	ourt or oth ce with 26	er administrative body of cor 3 USC 408 and the monev is	npetent ji s paid wit	urisdiction; hin seven (	or (2) when the Account is 7) days after the Account is

Г

#### Union Planters Bank, N.A. - Missouri Banks 6660000682

		Socari Bank		00000000
Account Holder Name(s)	COUNTY OF B	OONE for SLUN	1BERLAND	OF COLUMBIA
Reporting SSN/TIN: -6000349				Speciel State
iing Address:	801 E WALNUT	r, columbia, N	IO 65201	
Street Location:	801 E WALNU	F, COLUMBIA, N	IO 65201	
Telephone Number:		Wor	k #: (573) 8	86-4367
Number of Signatures Re	equired: 1 C	CIF Number:		
Signatures of Authoriz	zed Individuals. T	his Agreement is	subject to a	ll terms below.
x				
KAY MURRAY, Agent of COUNT	TY OF BOONE			

#### (Signatures and printed names of each account signer)

The authorized Agent(s) signing above agree(s), that the Account Holder's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if requested below), as amended by the Financial Institution from time to time. The authorized Agent(s) also acknowledge that they have received at least one copy of these deposit account documents.

Account Pu	rpose: Non	Consumer					EFT	Services: No
BUSINESS	TYPE: Unin	corporated As	ssociati	on				
ACCOUNT	TYPE 90-17	79 Day CD < \$	100,000					
ACCOUNT NUMBER 6660000682; CD # 6660000682						OPENED BY Boatright		
BRANCH NAM	E Paris Road	d (Main Office	) 7600					
Date Opened	Date Revised	Opening Deposit		ATM Card	Verified By		Account	Formerly With
03-02-04		\$43,170.00		N	QUALIFIL	E		
Date Closed	Closing Balance	e Closed By	Reason For Closing		Disposition Dispos		Service Chg Disposition {None}	

Ver. 08.54.10.02/8.52.10.03 Copr. Harland Financial Solutions, Inc. 1996, 2004. All Rights Reserved. MO - MO - L703S.24

following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN=Mother's Maiden Name

Name:	KAY MURRAY		SSN: 494-48-4110			
Street:	801 E WALNUT, COLUMBIA, MO 65201					
Mailing:						
Phone:	(H): <b>(573) 886-4367</b>	(W): <b>(573) 886-4367</b>				
Job:						
DOB:	03/29/1944					
ID:	MO-494484110		MMN:			
	Driver's License					
Name:			SSN:			
Street:						
Mailing:						
Phone:	(H):	(W):				
Job:						
DOB:						
ID:			MMN:			

#### TIN/BACKUP WITHHOLDING

#### Reporting TIN: 43-6000349

**Important:** Under penalties of perjury, I certify that the number shown above is the Organization's correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box):

☑ The Organization is not subject to backup withholding, because the Organization is exempt from backup withholding, or because the Organization has not been notified by the IRS that the Organization is subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified the Organization that the Organization is no longer subject to backup withholding.

he Organization is subject to backup withholding.

Signature of Authorized Individual: X

Date



#### (for Deposit Accounts)

Account COUNTY OF BOONE for SLUMBERLAND OF Holder: COLUMBIA 801 E WALNUT COLUMBIA, MO 65201 Financial Union Planters Bank, N.A. - Missouri Banks Institution: Paris Road (Main Office) 7600 2114 Paris Road Columbia, MO 65202-

IN CONSIDERATION OF the existing or proposed banking relationship between COUNTY OF BOONE for SLUMBERLAND OF COLUMBIA and Financial Institution, the persons signing below jointly and severally and on behalf of COUNTY OF BOONE for SLUMBERLAND OF COLUMBIA represent to Financial Institution and certify to Financial Institution that:

Account Holder. COUNTY OF BOONE for SLUMBERLAND OF COLUMBIA is the complete and correct name of the Account Holder. The following is a complete list of all assumed business names, if any, under which COUNTY OF BOONE for SLUMBERLAND OF COLUMBIA does business. COUNTY OF BOONE for SLUMBERLAND OF COLUMBIA has filed assumed business name listings with the following governmental entities on the indicated dates:

Signature Authorization. The Financial Institution named above, at any one or more of its offices or branches, is designated as a depository for the funds of COUNTY OF BOONE for SLUMBERLAND OF COLUMBIA, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures:

Any one (1) of the following named partners, employees or designated individuals of COUNTY OF BOONE for SLUMBERLAND OF COLUMBIA ("Agents"), whose actual signatures are shown below:

### KAY MURRAY, Designated Agent of COUNTY OF BOONE

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same. The Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against Account 6660000682 with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing the same or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

Agent's Authority. Any one of such Agents is authorized to endorse all checks, drafts, notes, and other items payable to or owned by Account Holder for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

The above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of Account Holder may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Certificate of Authority.

Duration. The authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this authorization. Any such notice shall not affect any items in process at the time notice is given.

The rights of Financial Institution under this agreement are in addition to any other rights Financial Institution may have. Financial Institution need not accept this agreement for it to become effective. This agreement is dated: March 2, 2004.

#### ACCOUNT HOLDER:

#### COUNTY OF BOONE

By:

х

KAY MURRAY, Designated Agent of COUNTY OF BOONE

DPFS, Vier 08:54 10 02/8 52 10 03 Cupit Harland Financial Solutions, Inc. 1999, 2004 All Alghts Reservant MO - MO - C \ENCORES\CFNTIS\L717

UNION PLANTERS BANK, NA **RA-CA COMPANY OF COLUMBIA, L.L.C.** SPRINGFIELD, MO No. 0363( **DBA SLUMBERLAND FURNITURE** 8650 . I-70 DRIVE, SE PH. 573-814-2500 COLUMBIA, MO 65201 -2-04 CHECK NO. DATE AMOUN1 PAY County of Boone for Slumberland OID IF NOT CA WITHIN 60 DA TO THE Forty Three Thousand One Hundred Seventy Dollars "036302" #081504826# #9110408754 **11**• TIME DEPOSIT - CREDIT Boon HORE # 886-8387 PREPARED B ACCOUNT HOLDER SSN CC # ADDITIONAL DEPOSIT TO AN EXISTING ACCOUNT ACCOUNT TERM. AYS MONTHS BATE 90 666000682 ACCOUNT NUMBER × I AUTHORIZE THIS DEPOSIT TO THE ACCOUNT NUMBER PROVIDED HEREIN. I FURTHER ACKNOWLEDGE THAT SAID DEPOSIT AND ACCOUNT ARE SUBJECT TO THE TERMS, CONDITIONS, RULES AND REGULATIONS AS PROVIDED IN THE GOVERNING ACCOUNT AGREEMENT. 43170.00 CREDIT AMOUNT AUTHORIZED SIGNATURE 169-M7057 (REV. 5/98) 1:5061-01691

In the second