

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 201

In the County Commission of said county, on the 30th day of March 20 21

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

Now on this day the Boone County Commission does approve the request by James B. Pounds to rezone from A-1 (Agriculture) to A-2P (Planned-Agriculture) on 19.2 acres located at 5449 S Ben Williams Rd, Columbia.

AND

Now on this day the Boone County Commission does approve the request by James B. Pounds to approve a review plan on 19.2 acres located at 5449 S Ben Williams Rd, Columbia.

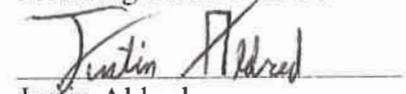
Done this 30<sup>th</sup> day of March 2021.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

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STATE OF MISSOURI }  
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March Session of the January Adjourned

Term. 201

In the County Commission of said county, on the 30th day of March 20 21

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

Now on this day the Boone County Commission approves the request by Capital Land Investments, LLC to revise a previously approved review plan on 7.89 acres, zoned M-LP (Planned Light Industrial), located at 1591 E Prathersville Rd, Columbia, subject to the following conditions:

- 1) That exterior storage be struck from the list of approved uses.
- 2) That the landscaped buffer described will be installed prior to the final inspection of the proposed building or within one year of issuance of the land disturbance permit, whichever occurs later.

Done this 30<sup>th</sup> day of March 2021.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Jane M. Thompson*  
Jane M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 201

In the County Commission of said county, on the 30th day of March 20 21  
the following, among other proceedings, were had, viz:

Now on this day the Boone County Commission approves the request Old Hawthorne Development, LLC, to revise a previously approved review plan for WW Commercial on 7.07 acres, zoned M-LP (Planned Light Industrial), located at 4172 E Hwy WW, Columbia, subject to the following conditions:

1. The proposed lot 1 building façades contain a minimum of a brick “wainscoting” base and either real or faux fenestration to establish, to the passing public, a minimum level of appearance that is higher than a sheet-metal skin. Any building façade proposed for Lot 1 is subject to the approval of the Director of Resource Management.
2. That a privacy fence be added to screen the south and southeast property lines along the parking lot to minimize headlight sweep or strobe experienced by the adjoining residences further south and southeast. Some plantings are still expected to break-up and soften the mass of the fence. This component of the landscaping plan is subject to the approval of the Director of Resource Management.

Done this 30<sup>th</sup> day of March 2021.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

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} en.

March Session of the January Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the 30th day of March 20 21

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

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

- 1. Arrowhead Lake Estates Plat 2-B. S09-T47N-R13W. A-2. 3WT Properties LLC, owner. David Butcher, surveyor.
- 2. D & D Ridge Plat 1. S25-T51N-R13W. A-R. Charles & Karla Davison, owners. Steve Proctor, surveyor
- 3. Jennings Subdivision. S20-T51N-R11W. A-2. Samuel & Anne Jennings, owners. Donald Bormann, surveyor

Done this 30<sup>th</sup> day of March 2021.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

**Staff Report for County Commission**  
**RE: P&Z Agenda Items**  
**March 30, 2021**

**Pounds Rezoning A-1 to A-2P with Review Plan**

The Planning and Zoning Commission reviewed this request at its March 18, 2021 meeting and voted to recommend approval on a unanimous vote. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are entered into the record of this meeting.

The property is located at the northwest corner of the intersection of Ben Williams Road and Bass Lane, approximately 2 miles to the east of the city of Columbia. The parent property is 28.3 acres in size and zoned A-1 (Agriculture). This proposal seeks to rezone the southern 19.2 acres of this property to A-2P. In December 2020 the applicant sought a rezoning from A-1 (Agriculture) to A-2 (Agriculture). That request was denied by the Planning & Zoning Commission and the County Commission. The property is surrounded by A-1 zoning, except for a 3.01-acre lot that was rezoned to A-2 (Agriculture) in December of 1980. The property scored 38 points on the point rating system.

The applicant is seeking the rezoning for purposes of subdividing the property into 2 lots smaller than the 10-acre minimum lot size permitted by the A-1 zoning district. The plan shows one lot at 9.16 acres and the other at 8.19 acres.

The Boone County Master Plan has designated this area as being suitable for agriculture and rural residential land uses. The sufficiency of resources test, identified in the Boone County Master Plan, was used to analyze this request.

Utilities: The property is located at the boundary between Consolidated Public Water Service District #1 and Public Water Service District #9. Consolidated has a 2" water line along Bass Lane. District #9 has a 6" waterline fed by an 8" line along Ben Williams Road. Boone Electric Cooperative can provide electrical service. There are two fire hydrants located on this property.

Transportation: This property has direct access to Ben Williams Road and Bass Lane; both are publicly maintained gravel roads.

Public Safety: The subject property is just over 2 miles from the Boone County Fire Protection District station on Tom Bass Road.

Zoning Analysis: This proposal can meet the needs of the sufficiency of resources test.

The average tract size in the notice area (1000' distance from subject tract) is approximately 80 acres. The existing A-2 lot was created to serve as a home site while allowing the remaining property to remain in agricultural use.

The total acreage of the eight tracts that comprise the notice area is approximately 640 acres which, results in an average tract size of 80 acres. This rezoning request would allow up to two additional lots to be created resulting in reduction of the average tract size to 64 acres. This is a 20% increase in density in the area but maintains the A-1 character of the area.

Staff recommended approval of the rezoning request and the associated review plan.

### **Capital Land Investment, LLC (Club Car Wash Headquarters) Revised M-LP Review Plan**

The Planning and Zoning Commission reviewed this request at its March 18, 2021 meeting and voted to recommend approval, with two conditions, on a unanimous vote.

The property is located on Prathersville Road, between the intersections with Highway 63 and Rangeline/Highway 763, approximately 400 feet from the city limits of Columbia. The property is 7.89 acres in size and zoned M-LP (Planned Light Industrial). This property was rezoned from R-M (Residential Moderate-Density) to M-LP in two stages, with the eastern portion filing a review plan in 1993, and the western portion added under a revised review and final plan in 1995. There is M-LP zoning to the west, R-M zoning to the east, north, and south, C-G (General Commercial) zoning to the southeast, and M-L (Light Industrial) zoning on the south side of Prathersville Road. The M-LP to the west was created in 2003, the C-G was

rezoned in 2018, and the M-L and R-M are original 1973 zonings. The property scored 83 points on the point rating system.

The applicant is requesting modification of the previously approved site plan to accommodate a change in alignment of a proposed building on the western side of the property.

The Boone County Master Plan has designated this area as being suitable for residential land uses, however this portion of Boone County has been a commercial/industrial node since the establishment of zoning in 1973. The sufficiency of resources test, identified in the Boone County Master Plan, was used to analyze this request.

Utilities: The property is in the Columbia Water & Light service area for water service. Boone Electric Cooperative can provide electrical service to this site. Boone County Regional Sewer District provides sewer service.

Transportation: This property has direct access to Prathersville Road, county-maintained asphalt road.

Public Safety: The subject property is approximately 30 feet from the Boone County Fire Protection District station on Prathersville Road.

Zoning Analysis: This proposal can meet the needs of the sufficiency of resources test. The reconfiguration consistent with the existing character of the neighborhood. The site improvements incumbent with current regulations will further enhance the site and its ability to co-exist with the existing residential uses to the south. This revision allows for the overall improvement of an existing site.

Staff recommended approval of the rezoning.

The Planning and Zoning Commission recommendation includes the following two conditions:

- 1) That exterior storage be struck from the list of approved uses.
- 2) That the landscaped buffer described will be installed prior to the final inspection of the proposed building or within one year of issuance of the land disturbance permit, whichever occurs later.

## **WW Commercial Revised M-LP Review Plan**

The Planning and Zoning Commission reviewed this request at its March 18, 2021 meeting and voted to recommend approval, with two conditions, on a unanimous vote.

The property is located on the south side Highway WW approximately 450 feet west of the intersection of Highway WW and El Chaparral Avenue. The zoning is M-LP (planned industrial) which went into effect with the Final Plan approval in June of 2020.

The property to the west and north is zoned A-R, (Agriculture Residential) property to the east is zoned C-G (General Commercial) and property to the south is zoned R-S (Residential Single Family). These zonings are all original 1973 zonings.

The current proposal includes a revised review plan and preliminary plat for the approximately 7.04-acres of M-LP (planned industrial) land. The current final plan includes a commercial building with a footprint of approximately 27,000 square in front and a mini-warehouse complex behind. The land is currently vacant.

The current proposal moves the main building to the rear lot with an 18,266 square foot building with a possible 16,500 square foot addition that is proposed as a basketball gym. The lot fronting along Highway WW is proposed for three buildings totaling 25,600 square feet of contractors' buildings including storage/office.

The sufficiency of resources test, identified in the Boone County Master Plan, was used to analyze this request.

The resources typically used for this analysis can generally be broken down into three categories, Utilities, Transportation, and Public Safety Services.

### **Utilities:**

Sewage collection will be provided by the BCRSD with connection to and treatment by the City of Columbia. An annexation agreement is currently being finalized.

Public Water District # 9 provides water in the area. There is a 4-inch waterline on the site. An 8-inch waterline, on the north side of WW, will need to be extended to the property to provide the needed commercial fire flows. Fire hydrants and public water is required for the proposed development.

Boone Electric currently serves the area and has facilities on the property.

Stormwater: Development on the site will be required to comply with the Boone County Stormwater Regulations.

**Transportation:**

The property has frontage on the south side of Highway WW with a single point of access proposed. An eastbound right turn lane and westbound left turn lane is proposed as part of the project.

**Public Safety Services:** The site is within 1000 feet from County Fire Station 12 on El Chaparral Avenue.

**Zoning Analysis:**

The Master Plan designates this property for residential use. The proposed use is not consistent with that designation. However, there is a long-established existing commercial node immediately to the east of the subject property which this proposal is seeking to expand. This commercial node was in existence when the Master Plan was updated but was not shown on either the Existing Land Use map or the Future land Use map. It may simply be that the node is small enough that it doesn't show at the scale of the maps.

The Master Plan does indicate that where more intensive development is desired, such as commercial and industrial development, such development should be placed where infrastructure and services exist to support the use or where infrastructure can be upgraded by the developer to support the proposal. The East Area Plan does show the commercial node on its Future Land Use map. The mechanisms that are best suited to ensure that impacts related to the changes in zoning are addressed, come from using the planned versions of the appropriate zoning districts; this current proposal is a planned industrial development. The previous approval of an M-LP PID plan for the property supports this idea.

The MoDot traffic count from 2015 for this location was 10,376 AADT (Annual Average Daily Traffic). The expected traffic following redevelopment of the site will be significantly greater than the traffic from the one single family dwelling that was previously located on the property, but not much different from the uses of the previous approved plan.

In response to the previous proposed development, MoDot has indicated that there is an increasing need for left turn lanes on Highway WW but, MoDot has no plans for improvements beyond maintenance. A Traffic Impact Study (TIS) was provided with the previous approved plan and the improvements for this proposal are the same as those required as part of the approval of the previous plan.

The request does meet the sufficiency of resources test for service availability or potential availability if both left and right turn lane are required as proposed. While the existing land use and zoning of the area is predominantly residential in nature this is an expansion of the existing commercial node. This expansion seems appropriate if the access to the property is made as safe as possible. The Master Plan indicates that the developers should bear the cost of impacts related to the change in character and change in intensity of use of a property.

The previous request had the Highway WW frontage lot proposed with a front commercial building façade presented to the passing public. The current proposal presents the rear side of contractors' buildings as the view from Highway WW. There is concern that this view might meet the quality expectation of the neighborhood nor meet the expectation established by the original plan. Minimal landscaping is proposed along the Highway. A minimum quality level for this façade is needed to ensure compatibility with the neighborhood. The minimum quality level should be obtained by a minimum of a brick "wainscoting" base and either real or faux fenestration of this façade.

The landscaping plan does provide a buffer for the existing residences to the south from the buildings, however, there is concern that headlight sweep from the parking lot for the basketball gym could "strobe" through the planting materials, so a privacy fence with some landscaping would be preferable to planting alone.

Staff notified 92 property owners about this request. The property scored 80 points on the rating system.

Staff recommended approval.

The Planning and Zoning Commission recommendation includes the following two conditions:

1. The proposed lot 1 building façades contain a minimum of a brick “wainscoting” base and either real or faux fenestration to establish to the passing public a minimum level of appearance that is higher than a sheet-metal skin. Any building façade proposed for Lot 1 is subject to the approval of the Director of Resource Management.
2. That a privacy fence be added to screen the south and southeast property lines along the parking lot to minimize headlight sweep or strobe experienced by the adjoining residences further south and southeast. Some plantings are still expected to break-up and soften the mass of the fence. This component of the landscaping plan is subject to the approval of the Director of Resource Management

## **Plats**

The Planning and Zoning Commission approved the plats of *Arrowhead Lake Estates Plat 2-B*, *D&D Ridge Plat 1*, and *Jennings Subdivision* by consent. I ask that you waive the reading of the staff reports and authorize the clerk to insert the them into the meeting minutes.

## **Arrowhead Lake Estates Plat 2-B**

The subject property is located on the south side of Arrowhead Lake Drive approximately 1700 feet northwest of the intersection of State Route K and Arrowhead Lake Drive. The property is 6.08-acres and comprises Lot 5 of Arrowhead Lake Estates Plat 2 and a portion of the property shown as part of proposed lot 6 of Arrowhead Lake Estates A-2P PRD.

A minor revision to the approved Final Plan for this planned development has been determined by the Director, as is provided for in the regulations, to be minor enough to not require coming back through the formal revision process. The sketch revision shows the reconfiguration of the four larger lots that are served by the private roadway as each remaining larger than 5-acers,

these are proposed lots 6,7,8, and 9 . This sketch revision is now the expected configuration when the remaining development does occur.

The subject lot is zoned A-2P as is property to the east and south which are part of the same PRD. The property has A-2 zoning to the north and west. The property already has a home and several out-buildings and is served by public sewer. A waiver for a traffic study is requested and staff concurs. The property scored 74 points on the point rating system.

Staff recommended **Approval and granting of waivers.**

### **D&D Ridge Plat 1**

The subject property is located on Old Highway 63 along the western boundary of the lot and is in close proximity to Highway 63 on the east approximately 350'. The property is zoned A-R (Agriculture-Residential), with A-R zoning to the north and south, forming a pocket of A-R along Highway 63, with A-2 (Agriculture) zoning to the east and west. The property is 17.09 acres and the proposal separates this tract into two lots. Lot 1 is proposed to be 5.91 acres with a house and an accessory structure present. Lot 2 is 11.12 acres with no structures present.

The proposed lots have direct access on Old Highway 63. The applicant has submitted a request to waive the traffic study requirement.

The subject property is located in Public Water Supply District #10, the Boone Electric Cooperative service area, and the Boone County Fire Protection District.

Lot 1 has a previously developed on-site wastewater systems, as permitted by the Columbia/Boone County Health Department at the time of original construction. Lot 2 has identified a proposed location for another lagoon. The applicant has submitted a request to waive the wastewater cost-benefit analysis.

The proposed subdivision line between Lot 1 and Lot 2 appears to meet setbacks from both the house and accessory structure on Lot 1.

The property scored 20 points on the rating system.

Staff recommended approval of the plat and granting the requested waivers.

### **Jennings Subdivision**

The subject property is located on Highway 124, approximately 1 ½ mile to the southwest of the city limits of Centralia. The parent tract is 17.68 acres in size and vacant. There is an adjacent tract to the north that is currently developed with a single-family dwelling, held by the same owner. This proposal divides the 17.68-acre tract into 2 lots at 3.04 acres and 4.60 acres, with the remainder being shown by a concurrent administrative survey. This property is zoned A-2 (Agriculture) and is surrounded by A-2 zoning. This is all original 1973 zoning.

Both lots have direct access on to Highway 124, a publicly dedicated, publicly maintained right-of-way. The applicant has submitted a request to waive the traffic study requirement.

The subject property is in Public Water Service District #10, the Boone Electric Cooperative service area, and the Boone County Fire Protection District.

On-site wastewater treatment is proposed for these lots, as permitted by the Columbia/Boone County Health Department.

The existing driveway crossing lot 1 will be re-routed to serve the adjacent tract to the north so it is located on that property.

The property scored 53 points on the rating system.

Staff recommended approval of the plat and granting the requested waivers.

### **Oak Hill Estates Revised Preliminary Plat (report only)**

The property is located on the west side of State Route N at the intersection of Brook Valley Drive and State Route N. The proposal is for a preliminary plat containing 48 residential lots and two common lots. The previously approved preliminary plat had a lot proposed for a BCRSD collector

wastewater system. However, this development is now going to be served by an upgrade to the Brookfield Estates BCRSD facility across State Route N. The purpose of the revised preliminary plat is to allow repurposing of the lot, previously designated for wastewater treatment, as a residential lot. The development also includes five new sections of public roadway including an extension of Brook Valley Drive which will fit the location for a portion of a proposed Collector roadway on the adopted CATSO map.

All proposed lots have frontage on and access to a publicly maintained road. Right of way sufficient to provide a 66-foot width will be dedicated for the extension of Brook Valley Dr. A small portion of additional right of way for State Route N will be provided on the Final Plat.

The property is in the Consolidated Water service area.

An upgrade/replacement BCRSD central wastewater system is proposed for sewage disposal. The developer of this subdivision is going to construct the replacement facility on the site of the existing BCRSD plant in Brookfield Estates.

Stormwater management is likely to be concentrated on the common lots and must be in compliance with County regulations.

The current proposed road names have been approved as shown on the graphic.

The proposal scored 71 points on the rating system.

Staff recommended **approval** of the preliminary plat with the following conditions:

1. The proposed bonding of the new wastewater plant needs to be worked out prior to Final Plat submission so finalization is all that remains when the Final Plat is submitted. A development agreement is likely required.

**Club Car Wash Headquarters Preliminary Plat (report only) and WW Commercial Preliminary Plat (report only)**

Each of these items is identical to its counterpart revised review plan of Capital Land Investments, LLC and Old Hawthorne Development, LLC presented to you for approval earlier in the meeting.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 201

County of Boone

In the County Commission of said county, on the

30th

day of

March

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract 17-27OCT20 - Antenna and Feedline Installation Associated with Microwave-Linked Land Mobile Two-Way Radio System was approved by commission for award to AMF Electrical Contractors, Inc. on December 16, 2020, commission order 563-2020.

This amendment adds the Term and Supply portion of the contract with the initial period ending October 31, 2021. There are four, one-year renewal periods.

Invoices will be paid from departments 2704 – Radio Network Operations, account 60200 - Equipment Repairs/Maintenance. \$36,000 is budgeted for 2021.

Done this 30<sup>th</sup> day of March 2021.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB, CPPO  
DATE: January 10, 2020  
RE: Amendment #1: *17-27OCT20 - Antenna and Feedline Installation  
Associated with Microwave-Linked Land Mobile Two-Way Radio System*

*Contract 17-27OCT20 - Antenna and Feedline Installation Associated with Microwave-Linked Land Mobile Two-Way Radio System* was approved by commission for award to AMF Electrical Contractors, Inc. on December 16, 2020, commission order 563-2020.

This amendment adds the Term and Supply portion of the contract with the initial period ending October 31, 2021. There are four, one-year renewal periods.

Invoices will be paid from departments 2704 – Radio Network Operations, account 60200 - Equipment Repairs/Maintenance. \$36,000 is budgeted for 2021.

cc: Chad Martin, Pat Schreiner, Dave Dunford / Joint Communications  
Contract File

Commission Order: 134-2021

Date: 3/31/2021

**CONTRACT AMENDMENT NUMBER ONE  
FOR  
ANTENNA AND FEEDLINE INSTALLATION ASSOCIATED WITH MICROWAVE-LINKED  
LAND MOBILE TWO-WAY RADIO SYSTEM**

The Agreement 17-27OCT20 dated the 16th day of December 2020 made by and between Boone County, Missouri and **AMF Electrical Contractors, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add the initial Term and Supply contract period ending October 31, 2021 with four, one-year renewals. Non-prevailing wage work is as follows:

Hourly cost for onsite work by tower technician for normal business days, Monday through Friday for \$130.00 per hour.

Mobilization: \$850.00

2. Prevailing Wage applies as follows:
  - a. If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.
  - b. If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
  - c. **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a "major repair" or "construction" of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.
  - d. Annual Wage Order #27 is in effect for the initial contract term.
3. Contractor shall provide a *shall not exceed* written quote for any work under the Term and Supply contract. Project quote must be approved by County prior to Contractor beginning any work.
4. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**AMF ELECTRICAL CONTRACTORS, INC.**

By: DocuSigned by:  
Bob Meyer  
31DEF1F07E00454

Title: Project Manager

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

DocuSigned by:  
Daniel K. Atwill  
B4B024CED864EB  
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*[Signature]*  
7D74DEAEB0D74DD...  
County Counselor

DocuSigned by:  
*Brianna L Lennon*  
D267E2420F8045C...  
County Clerk

AUDITOR CERTIFICATION: In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: <i>Jane E Pischard by F</i> <i>No Encumbrances Required</i> 8C24BD84EE7A453...	3/23/2021	Term & Supply
Signature	Date	Appropriation Account

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County of Boone } ea.

March Session of the January Adjourned

Term. 20

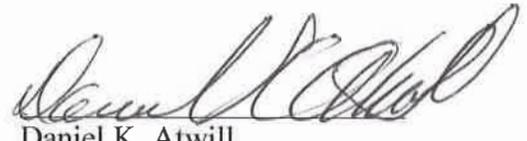
In the County Commission of said county, on the 30th day of March 20 21  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve a Short-Term Amended & Restated Lease Agreement with the Board of Trustees of the Boone County Hospital. The terms of the Lease are set out in the attached Agreement. The Presiding Commissioner is authorized to execute said lease.

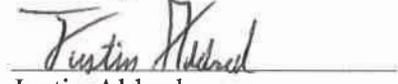
Done this 30<sup>th</sup> day of March 2021.

ATTEST:

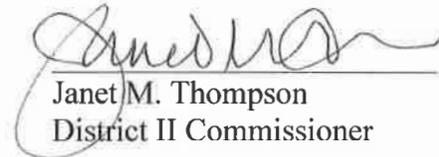
*Brianna L. Lennon jr*  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

EXECUTION VERSION

**AMENDED & RESTATED SHORT TERM LEASE AGREEMENT**

**BETWEEN**

**THE BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL**

**AND**

**CH ALLIED SERVICES, INC. – April 1, 2021**

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Exhibit A- Leased Property

AMENDED AND RESTATED SHORT TERM LEASE AGREEMENT

BOONE HOSPITAL CENTER – APRIL 1, 2021

THIS SHORT TERM LEASE AGREEMENT (this “Lease”) is entered into to be effective as of April 1, 2021 and is by and between the Board of Trustees of Boone County Hospital, a county owned hospital organized pursuant to Chapter 205 RSMo. 1980 (the “Trustees”), and CH Allied Services, Inc., a Missouri not-for-profit corporation (“CHAS”).

WITNESSETH:

WHEREAS, the Trustees and/or the County are the owners of certain improved real property and equipment located principally at 1600 E. Broadway, Columbia, Missouri, said improvement being an acute care general hospital known as Boone Hospital Center (the “Hospital”);

WHEREAS, pursuant to Missouri law, the Trustees possess the authority to govern and operate the Hospital and to lease the Hospital and all equipment and to therefore act as lessor of substantially all the real property and equipment of the Hospital, subject to the County’s approval;

WHEREAS, the Trustees and CHAS entered into that certain Amended and Restated Lease Agreement dated January 1, 2001, as further amended and/or restated by that certain (i) Amendment to Lease Dated December 27, 2006, by and between the Trustees and CHAS, (ii) Second Amendment to Lease Dated May 17, 2012, by and between the Trustees and CHAS, and (iii) Transition Operating Agreement dated February 24, 2020, by and between the Trustees and CHAS (collectively, the “Existing Lease”);

WHEREAS, the Trustees desire to continue to lease said real property and equipment to CHAS so that CHAS can continue to provide needed health care services in the County and surrounding areas within the State of Missouri that have historically been serviced by the Hospital;

WHEREAS, the Trustees desire to lease certain additional property owned by the Trustees to CHAS as the Trustees and CHAS agree from time to time;

WHEREAS, CHAS has the resources and personnel to continue to operate an acute care general Hospital and provide services to the citizens of the County and surrounding areas, and CHAS is committed to operate the Hospital during the term of this Lease in a manner consistent with the statutorily prescribed responsibilities of the Trustees and applicable laws and regulations; and

WHEREAS, the Parties believe it to be in their respective best interests to provide for the continued fulfillment of their shared mission of improving the health of the people and the communities they serve and, therefore, desire to amend and restate the Existing Lease in its entirety pursuant to the terms and conditions set forth in this Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Leased Property; Title.

The Trustees hereby lease to CHAS (and to the extent the County is the owner of any of the Leased Property, the County hereby leases to CHAS), and CHAS hereby leases from the Trustees (and to the extent the County is the owner of any of the Leased Property, CHAS hereby leases from the County), the leased property, which shall consist of all of the real, personal, intellectual, and intangible property (including the Hospital, physician and patient medical records, and contracts), fixed and moveable equipment, all software, electronic data, parking lots, and other property that is owned by the Trustees and/or the County and that is used at or ancillary to the lawful operation of the Hospital and any other healthcare facilities of CHAS or its subsidiaries, including any facilities located on the campus of the Hospital or off-campus and including related property otherwise owned by the Trustees or the County, all as generally described on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Facilities" or the "Leased Property"). The Leased Property description may be modified from time to time by agreement of CHAS and the Trustees so as to add property owned by the Trustees following mutually acceptable diligence of CHAS and the Trustees and, upon an agreement of the parties to add such additional property, Exhibit A shall be updated to reflect the same, with such updated Exhibit A to be acknowledged by CHAS and the Trustees.

2. Term; Renewal; Termination.

(A) Term; Renewal.

(i) The initial term of this Lease shall begin on April 1, 2021 (the "Commencement Date") and shall expire on May 31, 2021 (the "Initial Term"), provided, however, that upon written notice by the Trustees to CHAS and the County prior to May 31, 2021, the Initial Term may be extended from time to time but not beyond December 31, 2021.

(ii) The Initial Term and any extension of the Initial Term of this Lease pursuant to Section 2(A)(i) may be referred to in this Lease as the "Term."

(iii) Notwithstanding anything in the Lease to the contrary, the Trustees and CHAS intend to further amend and restate this Lease to be effective immediately after the Term, subject to approval by the Boone County Commission as required by RSMo Sec. 205.190.4, and that termination of this Lease will not affect the obligation of CHAS to make the payment set forth in Section 4(F).

(B) Termination; Disposition of Leased Property and After Acquired Property. Subject to the terms and conditions set forth in this Lease, upon termination or expiration of this Lease for any reason, all of the Leased Property and the Other BHCF Assets (as defined below in this Section 2(B)), shall be transferred to the Trustees, without any payment to CHAS, except as may otherwise be provided under this Lease. Neither CHAS nor any of CHAS' affiliates will remove or terminate CHAS' interest in any of such Leased Property or Other BHCF Assets except for obsolescence, destruction or replacement, with any salvage value to be used for the purchase of replacement property for use at the Facilities. CHAS will use commercially reasonable best efforts to cause all licenses, leases and other course of business agreements relevant to the operations of the Facilities to be assignable to the Trustees on termination of the Lease without penalty or additional payment

and shall otherwise use commercially reasonable best efforts to assure that the transfer of assets and transition of operations will be orderly and in a manner reasonably designed to assure the continuity of all then applicable services provided at or in connection with the Facilities. In addition, upon termination of this Lease, and prior thereto, CHAS shall not accelerate its collection of accounts receivable and will continue to collect accounts receivable in accordance with past practices. Notwithstanding anything to the contrary contained in this Section 2(B), the Trustees and CHAS acknowledge that during the term of this Lease, CHAS may acquire ownership of rights in intellectual property, including, without limitation, copyrights, patents, trademarks and trade secrets, and/or other intellectual property (collectively, the "Intellectual Property") arising from the services of employees of CHAS at the Facilities; provided, however, that the Intellectual Property includes only ownership rights, and does not include any rights acquired by CHAS as a licensee. CHAS hereby grants to the Trustees, effective at the termination of the Lease, a non-exclusive, royalty free license to exercise such rights in the Intellectual Property in connection with the continued operation of the Facilities; provided, however, that the name "Boone Hospital Center" and any intellectual property relating to such name shall be the property of the Trustees and upon the termination of the Lease, CHAS shall execute and deliver such documents and instruments necessary to convey and assign to the Trustees any rights of CHAS in such intellectual property. The license granted herein is non-assignable and non-transferable except in connection with the operation of the Facilities, and except for the foregoing, the Trustees shall have no right to sub-license or otherwise grant to any third party the right to exercise such rights.

For purposes of this Lease, "Other BHCF Assets" means (i) those assets used at the Facilities and on the Hospital balance sheet as of the Commencement Date, and (ii) those assets acquired during the term of this Lease through the use of revenues from the operation of the Facilities, including, but not limited to, movable and fixed medical equipment, furniture and fixtures, Hospital, physician and patient medical records), together with any property acquired during the Term through the use of BHCF Net Revenues, including all assets reflected on the Hospital balance sheet, as defined in Section 4(B) hereof (except for any assets of CHAS that are not related to the operations of the Facilities) as of the date of termination (except as otherwise provided in this Lease), cash reserves required under this Lease funded by CHAS and all Hospital, physician and patient medical records, contracts and leases (to the extent such contracts or leases are transferable or assignable) and, to the extent transferable or assignable, all regulatory licenses and provider numbers.

(C) Termination; Disposition of Cash and Current Assets. Upon the termination of this Lease for any reason, cash, cash equivalents (other than any cash or cash equivalents reasonably reserved pursuant to Section 2(D)(i) or Section 2(D)(ii) at termination of this Lease), accounts receivable, prepaid expenses, and other current assets will be transferred by CHAS to the Trustees.

(D) Termination; Assumption of Liabilities. Upon termination of this Lease for any reason, all liabilities (except for the Retained Liabilities as defined in Section 4(D)(i)) associated with the operation of the Facilities shall be assumed by the Trustees (collectively, the "Assumed Liabilities"). The Trustees agree to execute and deliver such documents as are reasonably necessary to effect or memorialize the assumption of the Assumed Liabilities by the Trustees.

(i) Liabilities Not Assumed by the Trustees. Notwithstanding anything in this Lease to the contrary, upon termination of this Lease, CHAS shall remain liable for the

following liabilities, which shall not be assumed by the Trustees (collectively, the "Retained Liabilities"):

(a) Any damages directly caused by CHAS' failure to maintain any insurance coverage required to be maintained by CHAS under Section 12 hereof or reserves required to be maintained by CHAS under Section 2(D)(ii) and (iii); and

(b) Any damages incurred by the Trustees arising out of CHAS' failure to comply with an arbitration decision pursuant to Section 17 hereof directing certain performance by CHAS and issued during the Term of this Lease.

The Trustees and CHAS acknowledge that the retention of the Retained Liabilities by CHAS pursuant to the provisions of this Section 2(D)(i) or otherwise is not intended to diminish the obligations of CHAS under this Lease, including, but not limited to, with respect to this Section 2(D)(i), obtaining the approval of the Trustees for the issuance of any bonds for the benefit of the Facilities or other long-term debt financing as provided in Section 6(B)(v), maintaining reserves for medical malpractice and general liability coverage as provided in Section 2(D)(ii), or maintaining appropriate insurance coverages for acts or omissions during the Term of this Lease as provided in Section 12 of this Lease.

(ii) Medical Malpractice and General Liability Insurance Coverage. Continuing medical malpractice and general liability insurance or self-insurance coverages required hereunder for matters occurring during the Term have been, as of the Commencement Date, and will be during the Term and at the termination of this Lease, funded by CHAS based on third party insurance company premiums or, as to self-insurance, actuarial accruals. To the extent necessary, cash deposits or cash reserves shall be assigned at the termination of this Lease to fund all actuarial reserves based on non-discriminatory generally accepted accounting principles, except for those reserves associated with any unsatisfied judgments which become Retained Liabilities.

(E) Termination; Transition.

(i) In the event either party gives a termination notice under Section 2(A)(ii), then for the remaining term of the Lease, CHAS shall not increase the level of Information Technology ("IT") capital expenditures for the benefit of the Facilities beyond that expended or projected in the prior calendar year, except as appropriate in the ordinary course of business. If CHAS believes an increase in IT expenditures is necessary to ensure quality of care or patient safety, CHAS shall propose such increase to the Trustees, for approval (and inclusion of the expenditure under the Lease terms). If the Trustees reject the request, the Trustees shall hold CHAS harmless from any claims, damages, or expenses resulting from the failure to make such expenditure, in accordance with the terms of Section 19.(B) of the Lease, to the extent permitted by law.

(ii) During the time between such termination notice and the end of the Term of this Lease, CHAS will use commercially reasonable efforts, consistent with the capacity of its systems, to assist in transitioning the Facilities to their new operator when identified by the Trustees to assure equivalent functionality and to assure that all required data is transferred to the new operator to permit continued operations at the Facilities without

material interruption or loss of function. Without limiting the generality of the foregoing, CHAS will cooperate with the new operator to facilitate the migration of all data and related IT search and support functions so as to permit an independent third party to obtain searchable access or migration or duplication of data with respect to: (i) the medical records of patients treated at the Facilities (consistent with receipt of any required patient consents); (ii) the relevant employment records of staff at the Facilities (consistent with any required employee consents); (iii) the credentialing files of medical staff of the Hospital; (iv) vendor data and (v) other data used in clinical and administrative operations of the Facilities, to enable such third party to use, search and access same in a substantially equivalent manner as it was operated by CHAS. If any action, omission or negligence by such third party results in a breach of patient confidentiality, violation of state or federal law, or claim against CHAS, the Trustees shall hold CHAS harmless from any claims, damages or expenses resulting from such events, in accordance with the terms of Section 19(B) of the Lease, to the extent permitted by law. The Trustees shall require the Third Party to be responsible for any such claims, damages or expenses and to indemnify (or maintain reasonable insurance naming the Trustees and CHAS as additional insureds) both the Trustees and CHAS from and against those claims, damages and expenses relating to acts or omissions of such Third Party. CHAS will not charge a license fee for continued use of software acquired with Hospital funds except amounts required to be paid to a third party vendor.

(iii) Upon a termination of this Lease, CHAS shall reasonably cooperate with the Trustees to assure a transition on termination which would not result in any interruption of services, removal of assets, and to the extent possible, avoid interruption in revenue. Except as otherwise provided in this Lease, CHAS agrees that it will not impose any contractual or other burdens upon the transfer of the personnel, assets, goodwill, contracts and licenses needed to assure that all Hospital and health services will continue in substantially the same manner as they were conducted prior to termination. CHAS will cooperate with and not oppose the Trustees' regulatory submissions and filings (and to the extent necessary submit such documentation incident to the Trustees' regulatory submissions) as are necessary to transfer or would facilitate the transfer or issuance to the Trustees or the Trustees' designee new licenses or to permit the Trustees to obtain all required regulatory consent for the Trustees or the Trustees' designee to operate the Facilities, including, but not limited to, the surrender or assignment, if applicable, of CHAS' licenses to operate the Facilities.

(iv) Upon termination of the Lease, CHAS will cooperate with the Trustees to facilitate the transfer of all physician agreements related to the Hospital to the successor operator of the Hospital, which includes any physician employment agreements, medical director and independent contractor agreements, whether with CHAS or with another affiliate of CHAS.

### 3. Rights of Termination.

(A) The Trustees' Rights of Early Termination. The Trustees may terminate this Lease if there has been a material breach of this Lease by CHAS and (a) such breach has not been waived in writing by the Trustees, (b) the Trustees have provided written notice of such breach to CHAS, and (c) such breach has not been cured within ninety (90) days after CHAS' receipt of such written

notice. Such termination shall be effective one (1) year from the date that CHAS fails to cure the breach; provided, however, that the Trustees may shorten the effective date of termination on ninety (90) days' prior written notice to CHAS.

(B) CHAS' Rights of Early Termination. CHAS may terminate this Lease if (i) there has been a material breach of this Lease by the Trustees and (a) such breach has not been waived in writing by CHAS, (b) CHAS has provided written notice of such breach to the Trustees, and (c) such breach has not been cured within ninety (90) days after the Trustees' receipt of such written notice; or (ii) upon CHAS' receipt of a bona fide written offer from a third party that CHAS determines to be in the best interests of serving the healthcare needs of the community to, in a single transaction or series of related transactions, purchase substantially all of the Leased Property and/or the Other BHCF Assets, merge or consolidate the Leased Property and/or the Other BHCF Assets with another entity, or otherwise transfer control of the Leased Property and/or the Other BHCF Assets to another entity, subject to any approvals by the Trustees and the County that may be required by applicable law or to the extent necessary to respond to any such bona fide written offer. Such termination under this Section 3(B)(i) shall be effective one (1) year from the date that the Trustees fail to cure the breach; provided, however, that CHAS may shorten the effective date of termination on ninety (90) days' prior written notice to the Trustees.

(C) Mutual Termination. The Trustees and CHAS may terminate this Lease upon the mutual written agreement of the Trustees and CHAS.

#### 4. Allocation of BHCF Net Revenues.

(A) Payments. Commencing on the Commencement Date, all BHCF Net Revenues as defined herein (including consideration of the proceeds of CHAS' accounts receivable and unbilled services) shall be used to make the following payments in the following order of priority:

(i) Payment of all operating expenses of the Facilities ("Operating Expenses") after the Commencement Date, including all current third-party payables and accruals for expenses of the Facilities existing as of the Commencement Date.

(ii) Payment of debt service obligations on outstanding bonds issued for the benefit of the Facilities subject to this Lease and establishment or maintenance of any required reserves related to such bonds.

(iii) Establishing reserves for such known matters, risks, and contingencies as may be determined by CHAS relating to the operation of the Facilities.

(B) BHCF Net Revenues Defined. Subject to Section 4(C), for purposes of this Lease, "BHCF Net Revenues" shall have the same meaning as "Total Revenues" as defined in the Hospital audited financial statements prepared by CHAS, which includes all revenues from CHAS' operation of the Hospital, the Facilities and the Leased Property or any hospital or other management agreements (e.g., management of a rural health facility by CHAS).

(C) Use of Cash and Cash Equivalents. The net increase in cash and cash equivalents of CHAS from operations for that year (e.g. not from gifts, which shall be assigned to Boone Hospital Foundation) with respect to the operation of the Hospital, the Facilities, and/or the Leased Property shall be retained for healthcare purposes and operations of CHAS. The funds retained

will be invested and/or applied as determined by CHAS, and such retained amounts that have not been applied will be segregated from the operating accounts of CHAS and any interest or other earnings thereon will be utilized for the benefit of the Facilities. Upon the termination of this Lease, all undisbursed funds shall be paid to the Trustees. The calculation and determination of the net increase in cash and cash equivalents pursuant to this Section 4(C) will, to the extent reasonably possible, be based on the audited financial statements prepared specifically for the operation of the Facilities.

(D) Exemption of Leased Property from Property Taxes. The Trustees represent that the portion of the Leased Property consisting of the Hospital and currently is exempt from property taxes and assessments and anticipates that it will remain exempt during the Term of this Lease. In the event that the leasehold interest of CHAS or the Leased Property that is currently exempt from property taxes and assessments, or both, become subject to property taxes (except as a direct result of the acts or omissions of CHAS), CHAS and the Trustees agree that any such property taxes or assessments shall be deemed an Operating Expense and paid for out of the BHCF Net Revenues pursuant to Section 4(A)(i).

(E) The Trustees' Right to Examine Books and Records. The Trustees shall have the annual right within three (3) months after the audited financial statements regarding the operations of the Facilities (the "Hospital Audited Financial Statements") have been delivered to the Trustees to inspect and review the Hospital Audited Financial Statement. CHAS shall deliver to the Trustees such information related to the Hospital Audited Financial Statements as may be reasonably requested by the Trustees including reasonable access to the work papers of CHAS' auditors and reasonable opportunity to meet with and ask questions of CHAS' auditors.

(F) Payment to the County. In consideration of the approval by the County of this Lease, CHAS shall pay to the County for the period ending December 31, 2021, (i) a base payment (the "County Payment") of Two Million Thirty Six Thousand Six Hundred Twenty One Dollars and no cents (\$2,036,621.00), as pro-rated to account for amounts already paid to the County for the period of January 1, 2021 to April 1, 2021, and (ii) an additional payment to be restricted for use by the County for community medical or health needs (the "Community Health Payment") of Five Hundred Eighty Thousand Sixty Nine Dollars and Thirty Seven cents (\$580,069.37), as pro-rated to account for amounts already paid to the County for the period of January 1, 2021 to April 1, 2021. The County Payment and the Community Health Payment shall be paid in equal installments on June 30, 2021, September 30, 2021, and December 31, 2021.

5. Source of Condemnation or Casualty Payments.

The parties agree that any payments by the Trustees to CHAS pursuant to Section 20 or Section 25 of this Lease shall come from the Trustees' separate funds derived from third party government or insurance payments (and not from BHCF Net Revenues), and such payments will be paid to CHAS as appropriate.

6. CHAS Control of Leased Property: Governance.

(A) CHAS shall have exclusive control over the Leased Property so long as it is used principally for hospital and health care purposes that are usual and customary for hospitals and health systems subject to CHAS' obligations under Section 7 of this Lease and the rights retained

by the Trustees and set forth in this Lease and this Section 6. CHAS shall have sole and exclusive control over the operation of the Hospital, establishment and maintenance of Hospital policies and procedures, the employment of and termination of employees for Hospital operations and all Hospital and health care operations upon the Leased Property, subject to CHAS' obligation under Section 7 of this Lease and the reserved rights retained by the Trustees set forth in Section 6(B).

(B) Neither CHAS nor CHAS' board of directors will take or approve any of the following actions without the prior written approval of the Trustees:

(i) Any change or modification to the purpose of the Hospital;

(ii) Any termination, amendment, or modification to the Lease;

(iii) The incurrence of any debt collateralized by the Hospital, the Facilities and/or any revenue of the Hospital or the Facilities (other than any existing bonds issued for the benefit of the Hospital or the Facilities);

(iv) Any action expected to affect the tax-exempt status of CHAS or any subsidiary of CHAS while there is any tax-exempt debt outstanding, the proceeds of which financed or refinanced all or any portion of the Hospital or the Facilities, any action that could affect the tax-exempt status of any entity owning or operating the Hospital or the Facilities that are obligated on such debt, or any action that could adversely affect the tax-exempt status of such debt;

(v) Any action subject to any rights vested to the Trustees under Chapter 205 Revised Missouri Statutes, Section 160 *et seq.*, as such act may be amended, modified, supplemented, consolidated, or replaced from time to time; or

(vi) Any action required to ensure the Trustees' compliance with any of its obligations under any indenture, loan agreement, covenant agreement, disclosure agreement, tax agreement, or similar agreement relating to outstanding indebtedness secured by all or any portion of the Hospital or the Facilities or revenue of the Hospital or the Facilities.

(C) The Trustees shall have the right to enter upon the Leased Property at reasonable times upon reasonable advance notice to assure that CHAS is complying with the provisions of this Lease.

(D) CHAS will report quarterly to the Trustees on the financial condition or projected financial condition of CHAS' operations of the Facilities, the status of existing and projected capital expenditures, and any material changes in operations, services, or facilities that are being contemplated by senior management of CHAS. Following the commencement of the implementation of any strategic plans by CHAS, CHAS will address on a quarterly basis those activities and projects which were material elements of the plan. CHAS will certify quarterly CHAS' compliance with the benchmarks established pursuant to Section 7(A) and certify annually the financial condition and financial results of operations of CHAS at the Hospital, including the application of all BHCN Net Revenues and the reconciliation of all cash.

(E) CHAS will not enter into any agreement which results in the Trustees' loss of tax-exempt status.

7. CHAS Operational Covenants.

CHAS shall, in its operation of the Hospital:

(A) Operate in a manner appropriate to provide high-quality healthcare services and to maintain a high patient service reputation for the Hospital.

(B) Continue to provide medical care to indigent residents of the County in accordance with any statutory and historical indigent care requirements of the Hospital.

(C) Maintain all required licenses, permits and approvals required to operate the Hospital.

(D) Comply with all laws, rules and orders of all federal, state, and municipal governments, or departments, which may be applicable to CHAS or the Leased Property.

(E) Perform exclusively through the Facilities all County related health services.

(F) Maintain provider status with Medicare and Medicaid and other similar payer eligibility criteria.

(G) Make payments and discharge obligations of the Facilities in good faith and in the ordinary course of business in accordance with normal policies of CHAS.

(H) Refrain from impairing the transition of the operations of the Facilities to the Trustees upon the termination of this Lease.

(I) Except to the extent otherwise provided in this Lease, refrain from canceling or waiving any rights in respect of, or selling, transferring, distributing or disposing of, any of the Leased Property or the leasehold estate created by this Lease.

(J) Maintain property and comprehensive general and professional liability insurance coverage (under commercial, pooled or self-insurance plans) as required in Section 12 hereof.

(K) Operate the Hospital under the name "Boone Hospital Center" or other name approved by the Trustees and CHAS.

(L) Permit and encourage the continued operation of auxiliary and volunteer services in accordance with historic patterns.

8. Operational Covenants of the Trustees.

The Trustees shall, during the Term of this Lease:

(A) Work exclusively with CHAS in connection with the provision of health care services, and shall not own, operate, manage or invest in any health care business in competition with CHAS.

(B) Act in a timely and good faith manner with respect to consents and approvals required under this Lease.

(C) Provide information to CHAS, and execute any documents, which are reasonably necessary or convenient to CHAS in the discharge of its obligations hereunder.

County shall not, during the Term of this Lease, own, operate, manage, or have a financial interest in any other acute care hospital located within Boone or any of the Additional Counties.

9. Repairs.

CHAS is concerned with not only the quality of health care services provided at the Hospital but also the environment in which it provides such services. Therefore, during the Term of this Lease, CHAS shall be responsible for all maintenance and mechanical and structural repairs, including, but not limited to, all glass, partitions, doors, roof, electrical, plumbing, heating, air conditioning, fixtures, equipment and appurtenances thereof. It is the intention of the parties that CHAS shall be responsible for any and all repairs and maintenance required of the Leased Property during the Term of this Lease or any extension thereof. The costs of such repairs shall be paid out of BHCF Net Revenues as provided in Section 4(A)(i) of this Lease.

In addition to the foregoing, after obtaining the Trustees prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), CHAS may make alterations or improvements to the Leased Property; provided that all such alterations and improvements shall be accomplished in a good and workmanlike manner at CHAS's sole expense, in conformity with all applicable laws by a licensed and bonded contractor approved in advance by the Trustees, such approval of contractor not to be unreasonably withheld or delayed. Upon completion of any such work, CHAS shall provide the Trustees with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. All alterations or improvements shall remain with the Leased Property upon Lease termination or expiration and will be surrendered to the Trustees along with the Leased Property at such time and will be deemed owned by the Trustees at all times from and after and upon completion thereof (but rights to the use of same and CHAS's obligations to keep in good order, condition and repair and maintain same, as a part of the Leased Property, shall remain with CHAS pursuant to this Lease during the term of this Lease). Notwithstanding the foregoing, the Trustees' interest in the Leased Property is not and shall not be subject to any mechanic's or materialmen's liens as a result of improvements made by CHAS, and all such liens are expressly prohibited. In the event the Trustees consent to any requested alteration or improvement, the Trustees shall cooperate with CHAS (at no out-of-pocket cost to the Trustees) in order to facilitate such alterations or improvements. Further, in no event shall CHAS allow any interest in the Leased Property to be subject to a lien other than a mechanic's or materialmen's lien without the prior written consent of the Trustees and, to the extent the lien would affect the portion of the Leased Property owned by the County, the County.

10. Assignment.

CHAS shall not assign this Lease without the prior written consent of the Trustees; provided, however, that subject to any applicable legal requirements or any applicable covenants or obligations under bond indentures or other agreements, CHAS may assign this Lease to Boone Health, Inc., a Missouri nonprofit corporation ("Boone Health").

11. Utilities and Services.

CHAS agrees to pay for water, fuel, gas, oil, heat, electricity, power and other services which may be furnished or used by CHAS. All such utilities and other services shall be an Operating Expense of the Hospital and paid out of BHCF Net Revenues as provided in Section 4(A)(i) hereof.

12. Insurance.

(A) Liability Insurance. CHAS agrees to carry commercial general liability insurance with a combined single limit of liability in an amount not less than Five Million Dollars (\$5,000,000.00) to protect CHAS and the Trustees from claims arising from any act or omission of CHAS or of the Trustees or any of their respective contractors, licensees, invitees, agents, servants or employees, naming the Trustees as an additional insured (to the extent permitted under such coverage). The insurance will pay damages arising out of accident, injury, or death of any person or the damage to property of any person occurring during the Term of this Lease.

(B) Property Insurance. CHAS shall also maintain special form (formerly known as all risk) insurance on the improvements of the Leased Property and the Other BHCF Assets for the full replacement value of such improvements. The Trustees and/or the County shall be named as loss payees on such policy as their interests may appear.

(C) Professional Liability Insurance. CHAS agrees to provide a policy of professional liability insurance under which the Trustees are also named as an insured, which shall cover acts or omissions occurring during the Term of this Lease. The minimum limits of professional liability insurance coverage shall be not less than primary insurance of One Million Dollars (\$1,000,000.00) for every claim, a Three Million Dollars (\$3,000,000.00) annual aggregate, and an umbrella insurance policy of Five Million Dollars (\$5,000,000.00).

(D) Increase in Coverage limits. CHAS shall periodically (and not less than once every three (3) years) have its outside, independent insurance consultant review the coverage limits set forth in paragraphs (A) and (C) above, and CHAS will increase its coverages if so recommended by its consultant.

(E) Insurance Carriers. Each policy of insurance required to be maintained under this Section 12 shall be carried by a responsible insurance carrier authorized to do business in the State of Missouri. Duplicate certificates of insurance shall be delivered to the Trustees and shall state that the insurance is not cancelable without at least ten (10) days advance written notice to the Trustees.

(F) Self-Insurance. Notwithstanding anything in this Section 12 to the contrary, CHAS may, with the prior written consent of the Trustees, provide insurance through an actuarially funded self-insurance arrangement under a self-insurance or pooled self-insurance fund. CHAS shall provide to the Trustees annually a report evidencing that such self-insurance plan or program is actuarially sound. All such insurance maintained by CHAS and allocable to the Facilities pursuant to this Section 12 shall be an Operating Expense and paid out of BHCF Net Revenues as provided in Section 4(A)(i) hereof.

(G) Transition Issues. In the event any notice of termination of the Lease is properly given, or at least six (6) months prior to the expiration of this Lease, CHAS and the Trustees shall thereafter cooperate to facilitate transition of insurance coverages and allow the Trustees to put in

place various insurance policies for coverage of the Facilities and its operation following termination of the Lease. The Trustees agree to promptly work with brokers and insurance companies as necessary to place appropriate insurance coverage for the Facilities and its operation after termination of the Lease, and CHAS agrees to provide the Trustees and/or its brokers with such information as may be reasonably necessary to facilitate the placement of such coverages. With respect to medical malpractice and general liability claims made prior to the termination of the Lease ("Pre-Term Claims") (i) the Trustees shall retain the cash deposits or cash reserves created in accordance with Section 2(D)(ii) and (ii) CHAS shall continue, post-termination and until resolution, to control the defense, settlement and/or other resolution of Pre-Term Claims on behalf of the Trustees. For any Pre-Term Claim with a reserve in excess of \$100,000, CHAS shall advise the Trustees of any firm settlement offers received and shall consult with the Trustees regarding any such Pre-Term Claims before settling or otherwise resolving the same. Costs of defense, settlement amounts or judgments (except any judgment which constitutes a Retained Liability of CHAS) will be billed to any appropriate reserve for such liability with any balance borne by CHAS. With respect to medical malpractice and general liability claims made after the termination of the Lease relating to incidents occurring during the Term of the Lease (collectively, "Post-Term Claims"), CHAS shall control the defense, settlement and/or other resolution of Post-Term Claims, and the Trustees shall reasonably cooperate in the provision of any information or witnesses within the control of the Trustees.

(H) Defense of County. In the event of a claim arising out of the operation of the Facilities during the Term in which the County is named as a defendant, CHAS will defend the County unless and until a conflict of interest between CHAS and the County shall arise.

13. Transfer of Leased Property.

The Trustees shall only be permitted to convey its interest in the real estate comprising the Leased Property if, and only if, (i) the purchaser of such property assumes in writing all of the Trustees' obligations under this Lease, and (ii) the sale or other transfer of such property will not affect the tax-exempt status of CHAS or the Leased Property.

14. Representations and Warranties of the Trustees and County.

The Trustees and the County hereby represent and warrant to CHAS that the statements set forth below in this Section are true and correct as of the date of this Lease.

(A) Organization and Authority. The Trustees are duly elected and in good standing under the laws of the State of Missouri. The Trustees have the full power, right and authority to enter into and perform its obligations under this Lease, subject to the approval of the County. The execution, delivery and performance of this Lease by the Trustees has been duly and properly authorized by proper governmental action by the Trustees and the County, as the case may be, in accordance with applicable law and this Lease constitutes a valid and binding obligation of the Trustees, enforceable against it in accordance with its terms.

(B) Transaction Not a Breach. Neither the execution or delivery of this Lease nor its performance will conflict with or result in a material breach of the terms, conditions or provisions of any contract, agreement, mortgage, trust, deed, note, bond indenture or other instrument or obligation of any nature to which the Trustees or the County is a party or by which the Trustees or

the County are bound; and neither the execution and delivery of this Lease nor its performance will contravene or violate any statute or any judicial or governmental regulation, order, injunction, judgment, or decree, nor will this Lease require the approval, consent or permission of any governmental or regulatory body or authority, other than the County, and the Trustees and the County have received no notice which is inconsistent with the foregoing.

(C) Real Estate. The County or the Trustees, as appropriate, are the sole owners of, and have good, valid, marketable and indefeasible title to the Leased Property free and clear of any material liens, mortgages, deeds of trust, charges, encumbrances, pledges and hypothecations of any kind, nature and description, subject to all matters of record pertaining to the Leased Property in the County and all matters that a true and correct survey would reveal. The County and the Trustees are not now, and will not be, in default in respect of any of its obligations or liabilities pertaining to the Leased Property, which default alone or together with any other such default would have a material and adverse effect on the business and operation of the Hospital and there is not any state of facts or circumstances or conditions or event which, after notice or lapse of time, would constitute or result in any such default. There are presently no leases in existence with respect to that portion of the Leased Property identified on Item 1 of Exhibit A, except as to ordinary course leases or subleases of portions of property as approved by CHAS. As it relates to the entirety of the Leased Property other than the location identified on Item 1 of Exhibit A, this Lease is subject to each lease affecting such portion of the Leased Property, and CHAS hereby assumes all of the obligations, and is granted all of the benefits, of the lessor under any leases for such Leased Property. All notices of completion and certificates of occupancy required under applicable local law with respect to the Leased Property have been obtained. To the best of the knowledge of the County and the Trustees, neither the whole nor any portion of the Leased Property is subject to any pending condemnation, taking or other similar proceeding by any governmental authority or agency, and neither the Trustees nor the County know, or are there any grounds under which either the Trustees or the County should know, that any such condemnation or taking is threatened or contemplated, and to the best of the knowledge of the Trustees and the County, (a) there is no claim, study or effort by any governmental authority or agency which in any way materially and adversely affects or would materially and adversely affect the present use or zoning of the Leased Property nor (b) is there any existing, proposed or contemplated plan to widen, modify or realign any street or highways situated or touching upon the Leased Property. Notwithstanding the foregoing, CHAS acknowledges that the Trustees and County have advised CHAS of the proposed widening of Broadway and resulting loss of vehicular access point on North Campus. To the best of each of the knowledge of the Trustees and the County, neither the Leased Property nor the occupancy or operation thereof is in violation of any law, including any laws, rules or regulations relating to the health and safety and protection of the environment, or any building, zoning, fire, health or other ordinance, code and neither the Trustees nor the County have received any notice alleging any such violation or requiring or calling attention to the needs for any work, repairs, construction, alterations or installation on or in connection with the Leased Property which has not been heretofore complied with by the Trustees or the County as applicable, at their sole cost and expense. To the best of the knowledge of the Trustees and the County, the Trustees have the legal and contractual rights to use the Leased Property for the business and operations presently conducted thereon.

(D) No Broker. Neither the Trustees nor the County have incurred any obligation or liabilities, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Lease.

(E) Material Misstatements or Omissions. None of the information contained in the representations and warranties of the Trustees and the County or set forth in this Lease or in any of the exhibits contain any untrue statement of a material fact.

(F) Scope of Representations and Warranties. The representations and warranties of the Trustees and the County contained herein are the exclusive representations and warranties provided by the County and the Trustees, and the County and the Trustees make no warranties, statutory, express or implied, except as provided for herein.

15. Representations and Warranties of CHAS.

CHAS represents and warrants to the Trustees and the County that the statements set forth below in this Section are true and correct as of the date of this Lease.

(A) Organization Authority. CHAS is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has the full power, right and authority to enter into and perform its obligations under this Lease. The execution, delivery and performance of this Lease by CHAS has been duly and properly authorized by proper corporate action in accordance with applicable law and with the Articles of Incorporation and Bylaws of CHAS, and this Lease constitutes a valid and binding obligation of CHAS enforceable against it and in accordance with its terms.

(B) Transaction Not a Breach. Neither the execution and delivery of this Lease nor its performance will conflict with or result in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of CHAS or any contract, agreement, mortgage, trust, deed, note, bond indenture or other instrument or obligation of any nature to which CHAS is a party or by which CHAS is bound; and to CHAS' actual knowledge neither the execution and delivery of this Lease nor its performance will contravene or violate any statute or any judicial or governmental regulation, order, injunction, judgment or decree or require the approval, consent or permission of any governmental or regulatory body or authority other than the County; and CHAS has received no notice which is inconsistent with the foregoing.

(C) No Broker. CHAS has not incurred any obligation or liabilities, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Lease.

(D) Material Misstatements or Omissions. None of the information contained in the representations and warranties of CHAS and as set forth in this Lease or in any of the exhibits contains any untrue statement of a material fact.

(E) Scope of Representations and Warranties. The representations and warranties of CHAS contained herein are the exclusive representations and warranties provided by CHAS, and CHAS makes no warranties, statutory, express or implied, except as provided for herein.

16. Memorandum of Lease.

The parties agree to execute and record a memorandum of this Lease which shall contain such non-financial terms as are reasonably requested by either party.

17. Arbitration.

(A) Except as otherwise set forth in this Lease, any controversy, dispute, or disagreement between the parties arising out of or relating to this Lease, the breach thereof, or the subject matter thereof, shall be resolved by binding arbitration, which shall be conducted in Columbia, Missouri, at the direction of the arbitrator, in accordance with the American Arbitration Association Rules of Procedure for Arbitration (the "AAA Arbitration Rules"). The arbitration award shall be final and binding and any court having competent jurisdiction may enter judgment on the award. Each party shall bear its own expenses, including attorneys' fees, relating to the arbitration.

(B) The procedures specified under the AAA Arbitration Rules shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or related to this Agreement. The foregoing notwithstanding, a party may seek a preliminary injunction or other preliminary judicial relief, specific performance, permanent injunctive relief, or other equitable remedies from any proper court with respect to any matter arising under this Lease, and the decision of such court shall bind the parties.

(C) Subject to the control of the arbitrator, or as the parties may otherwise mutually agree, the parties shall have the right to conduct reasonable discovery pursuant to the Missouri Rules of Civil Procedure in connection with any arbitration arising pursuant to this Section 17.

(D) All rights and remedies of the parties provided for under this Lease shall be cumulative and may be exercised concurrently or in succession.

(E) The Trustees and CHAS agree not to join the County in the arbitration of any dispute between the Trustees and CHAS.

18. Waiver of Breach.

The failure of either party to insist upon strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that such party may have, and shall not be deemed a waiver of any subsequent breach of such term or condition.

19. Indemnification.

(A) To the extent permitted by law, CHAS shall indemnify the Trustees from all liabilities, claims, suits or demands for damages in connection with any breach by CHAS of any terms or provisions of this Lease and with respect to any misrepresentation, breach of warranty, breach of covenant or agreement arising from this Lease or relating to the Retained Liabilities or with respect to operations of the Hospital and the Facilities. This provision shall survive the expiration or earlier termination of this Lease.

(B) To the extent permitted by law, the Trustees shall indemnify CHAS and CHAS' affiliates from all liabilities, claims, suits or demands for damages in connection with any breach by the Trustees of any terms or provisions of this Lease and with respect to any misrepresentation, breach of warranty, breach of covenant or agreement arising from this Lease or relating to the Assumed Liabilities. This provision shall survive the expiration or earlier termination of this Lease.

(C) To the extent permitted by law, CHAS shall indemnify the County from all liabilities, claims, suits or demands for damages in connection with any breach by CHAS of any obligation owed to the County by CHAS under any terms or provisions of this Lease and with respect to any misrepresentation, breach of warranty, breach of covenant or agreement arising from this Lease or with respect to operations of the Hospital and the Facilities. This provision shall survive the expiration or earlier termination of this Lease.

(D) To the extent permitted by law, the County shall indemnify CHAS and CHAS' affiliates from all liabilities, claims, suits or demands for damages in connection with any breach by the County of any obligation owed to CHAS by the County under any terms or provisions of this Lease and with respect to any misrepresentation, breach of warranty, breach of covenant or agreement by the County arising from this Lease. This provision shall survive the expiration or earlier termination of this Lease.

20. Condemnation.

(A) Whole Taking. If the whole of the Leased Property shall be taken or condemned by any competent authority for any public use or purpose, then the Term hereby granted shall cease on the day of taking of possession by such authority or on the day of vesting of title in such authority, whichever first occurs.

(B) Partial Taking. If a portion of the Leased Property or Other BHCF Assets shall be condemned or taken and, as a result, there shall be such a major change in the character of the Leased Property as to prevent CHAS from using the same in substantially the same manner as before, then CHAS may either cancel and terminate this Lease, or, continue to occupy the remaining portion, provided, however, CHAS shall give written notice to the Trustees, within 15 days after the date of any such taking or vesting of title, of its election.

If CHAS shall remain in possession and occupation of the remaining portion of the Leased Property, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion. The Trustees shall, at the expense of the Trustees, promptly (subject to strikes, lockouts, inability to procure material and labor in the free market, governmental restrictions, fire, the elements, and other extraordinary conditions beyond the Trustees' reasonable control) do such work as to make a complete architectural unit of the remainder of the building on the Leased Property, and this Lease shall continue for the balance of its term, subject to the terms and conditions herein stated.

(C) Termination Payment. If this Lease is terminated pursuant to this Section 20, all BHCF Net Revenues shall be used to pay all expenses through and adjusted as of the date of termination pursuant to Section 4(A), and, as applicable, any available cash and cash equivalents shall be split as provided in Section 4(C).

(D) Proceeds. If CHAS continues to lease all or a portion of the Leased Property, then CHAS shall be entitled to that portion of the condemnation award attributable to the value of CHAS' leasehold estate. The Trustees shall be entitled to all or the remainder of the award, as applicable.

(E) Forbearance by County. The parties acknowledge that the County has the authority to commence condemnation proceedings against the Leased Property or the leasehold estate

created by this Lease. The County warrants that it will forbear from commencing any condemnation proceedings against the Leased Property or the leasehold estate created by this Lease during the Term of this Lease, as the same may be extended.

21. Covenant of Quiet Enjoyment.

The Trustees and/or the County covenant, represent and warrant that if CHAS shall discharge its obligations hereunder, CHAS and its successors in interest shall have and enjoy during the Term hereof the quiet undisturbed possession and enjoyment of the Leased Property without hindrance from the Trustees, the County, or anyone claiming by, through or under the Trustees.

22. Guarantee of Performance.

CHAS' performance of the obligations of CHAS as set forth in this Lease shall be guaranteed by Boone Health.

23. Fiscal Year.

The fiscal year of the Hospital shall begin on January 1 and end on December 31 of each year, unless changed with the mutual consent of CHAS and the Trustees.

24. Proration.

If this Lease terminates prior to the completion of a full calendar year for any reason, then all payments due and calculations made with reference to annual operating results of the Hospital during the last calendar year of the Hospital in which this Lease is in effect shall be prorated based upon the number of days this Lease is in effect during such calendar year.

25. Destruction of Property.

In the event of a total or partial destruction of the Leased Property or Other BHCF Assets from any cause, the Trustees shall repair the same to the extent of insurance proceeds, provided CHAS shall be entitled to terminate this Lease if such repairs cannot, in the reasonable estimation of CHAS, be completed within twelve (12) months of the date of the destruction. All insurance proceeds shall be made available to the Trustees to effect the required repairs. In the interest of time, CHAS may, at its option, elect to make the necessary repairs, in which event the insurance proceeds shall be made available to CHAS for that purpose.

If this Lease is terminated pursuant to this Section 25, all BHCF Net Revenues shall be used to pay all expenses through and adjusted as of the date of termination pursuant to Section 4(A), and, as applicable, any available cash and cash equivalents shall be split as provided in Section 4(C).

All cash proceeds from fire and casualty policies shall be expended to repair or replace damaged assets.

The proceeds of any business interruption insurance maintained by CHAS shall be treated as BHCF Net Revenues under the terms of this Lease.

26. Savings Provision.

The Trustees and CHAS acknowledge that the consideration to be paid by each party, or obligations to be performed by each party, hereunder is prospective and that such consideration is good, valuable and sufficient and that this Lease is entered into in accordance with all applicable laws and regulations.

27. Notice.

Any notice or other communication which either party is required or desires to give to the other party shall be in writing and shall be hand delivered or delivered by U.S. Registered or Certified Mail return receipt requested or an overnight mail service which provides a record of receipt (the date of such notice shall be date of delivery to the other party) and addressed as follows or to such other address as the parties may designate to the other party hereto in writing:

To the Trustees: Board of Trustees of Boone County Hospital  
1600 East Broadway  
Columbia, Missouri 65201  
Attention: Chairman

With a Copy to: Jones, Schneider and Stevens, LLC  
11 North Seventh Street  
Columbia, MO 65201  
Attn: Thomas M. Schneider

To CHAS: CH Allied Services, Inc.  
1600 East Broadway  
Columbia, Missouri 65201  
Attention: President

With a Copy to: Boone Hospital Center  
1600 East Broadway  
Columbia, MO 65201  
Attn: Kathleen Daly Pitzer  
Director of Legal Services

To County: County Commission  
c/o Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, Missouri 65201  
Attention: Presiding Commissioner

All notices shall be deemed delivered when actually hand delivered or when deposited in the United States mail.

28. Successors.

All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto,

provided that nothing in this Section shall be deemed to permit any assignment, subletting, occupancy, or use contrary to the provisions of this Lease.

29. Severability.

In the event any portion of this Lease is found to be unlawful or unenforceable, the remaining terms and conditions of this Lease shall remain in full force and effect between the parties.

30. Estoppel Certificates.

The parties agree from time to time, upon not less than fifteen (15) days prior written request to execute, acknowledge and deliver to the other party a statement certifying that this Lease is unmodified and in full force and effect and that there are no uncured defaults of the Trustees or CHAS under this Lease (or, if there have been any modifications or if such party is claiming that there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail), the dates to which any amounts required hereunder have been paid, whether any options in this Lease have been exercised, and any other reasonable information requested by the Trustees, CHAS, or their designees.

31. Third Parties.

The provisions of this Lease are not intended to be for the benefit of any person or entity which is not a party to this Lease, and no such person or entity shall obtain any rights under any provision of this Lease or shall by reason of any provision under this Lease make any claim against the Trustees, CHAS, the County, or any of the Leased Property.

32. Miscellaneous.

(A) The Section captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

(B) This Lease shall be construed and enforced in accordance with the laws of the State of Missouri.

(C) The approval of, and agreement to, this Lease by the County shall be evidenced by the signature of the Boone County Commission.

(D) This Lease constitutes the entire agreement between the parties with respect to the Leased Property and any prior written or oral agreements are without affect. This Lease expressly replaces and entirely supersedes any previous leases and agreements between the Trustees and CHAS with respect to the Leased Property, including, but not limited to, the Existing Lease.

(E) Any addenda or amendments to this Lease must be in writing and executed by the parties.

(F) The Trustees are executing this Lease solely in their statutory capacity and not in their individual capacities.

(G) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signature pages to this Lease may be delivered by facsimile or electronic delivery (i.e., by electronic mail of a .pdf signature page or via DocuSign), and each such counterpart signature page shall constitute an original for all purposes.

*[The remainder of this page is left intentionally blank; signature page to follow.]*

IN WITNESS WHEREOF, the Trustees and CHAS have executed this Lease to be effective as of the Commencement Date.

**THIS LEASE CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

TRUSTEES:

BOARD OF TRUSTEES OF  
BOONE COUNTY HOSPITAL

By: Jerry D. Kennett, M.D.  
DDE301D895E8448

Its: Jerry D. Kennett, M.D., Chairman

CHAS:

CH ALLIED SERVICES, INC.

By: Troy A. Greer  
DDE301D895E8448

Its: Troy A. Greer, President

**ACKNOWLEDGEMENT, APPROVAL AND AGREEMENT:**

The Boone County Commission hereby approves this Lease and acknowledges its representations and warranties and all rights, liabilities and obligations under the Lease and hereby agrees to abide by the terms and conditions applicable to the County.

BOONE COUNTY COMMISSION

By: [Signature]  
Its: Presiding Commissioner

APPROVED AS  
TO LEGAL FORM  
[Signature]  
DATE: 3/24/02

Boone Health, Inc. hereby guarantees CHAS' performance of CHAS' obligations as set forth in this Lease.

BOONE HEALTH, INC.

By: Troy A. Greer  
DDE301D895E8448

Its: Troy A. Greer, President/CEO

## EXHIBIT A

1. 1600 East Broadway, Columbia, Missouri 65201 (Main Hospital Campus) (*identified as locations 2 and 3 on Exhibit A-1, attached hereto*)
2. Surface parking lot on the northeast corner of the intersection of Anthony Street and S. Ann Street (*identified as location 1 on Exhibit A-1, attached hereto*)
3. 11 S. William Street, Columbia, Missouri 65201 (William Street Garage) (*identified as locations 5-10 on Exhibit A-1, attached hereto*)
4. 1021 E. Highway 22, Centralia, Missouri 65240 (*not shown on Exhibit A-1, attached hereto*)
5. Southern Boone County Clinic (*not shown on Exhibit A-1, attached hereto*)
6. 2401 Vandiver Drive, Columbia, Missouri 65202 (*not shown on Exhibit A-1, attached hereto*)
7. Surface parking lot on the southwest corner of the intersection of Bass Avenue and S. William Street (*identified as location 11 on Exhibit A-1, attached hereto*)
8. Surface parking lot on the northwest corner of the intersection of Anthony Street and S. William Street (*identified as location 12 on Exhibit A-1, attached hereto*)
9. 1700 E. Broadway, Columbia, Missouri 65201 (*identified as location 18 on Exhibit A-1, attached hereto*)
10. 900 West Nifong Boulevard, Columbia, Missouri 65203 (Nifong Medical Plaza) (*not shown on Exhibit A-1, attached hereto*)
11. 1502-1506 East Broadway, Columbia, Missouri 65201 (Doctors Building and Flow's Pharmacy) (*identified as location 4 on Exhibit A-1, attached hereto*)
12. Approximately 5 acres of real property located on the west side of S. Henry Clay Blvd, near the intersection of S. Henry Clay Blvd and Red Tail Drive, being parcel number 24-502-00-05-004.00 01, located in Boone County, Missouri (*not shown on Exhibit A-1, attached hereto*)

13. N. William Street (being that vacant parcel of land to the north of 1601-1705 E. Broadway, Columbia, Missouri 65201) (*identified as a portion of location 13 on Exhibit A-1, attached hereto*)

