

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 30th day of June 20 15

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

Now on this day the County Commission of the County of Boone does hereby **approve** a petition submitted by R. Newton and Joyce I. Riley to vacate and replat Lots 1-4 of Lake Chateau Block 2 and Lots 1-10 of Lake Chateau Block 3 as shown in Plat Book 10, Page 107 of Boone County Records, located at 2855 S Montrose Ave., Columbia.

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

Done this 30th day of June, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

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In the County Commission of said county, on the

30th

day of June

20 15

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

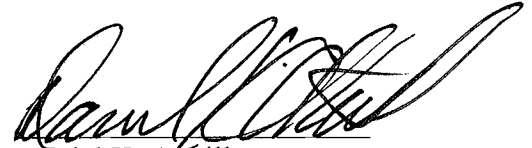
Now on this day the County Commission of the County of Boone does hereby **approve** a petition submitted by Michael and Marla Fuller to vacate and re-plat Lot 2 of Chitwood Subdivision as shown in Plat Book 49 Page 13 of Boone County Records, located at 19615 N Hwy 124, Centralia.

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

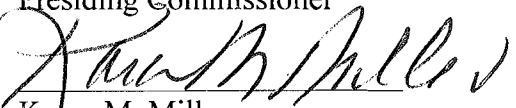
Done this 30th day of June, 2015.

ATTEST:

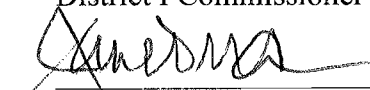
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 30th day of June 20 15
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorize the Presiding Commissioner to sign it:

- Hagan's Ridge. S13-T46N-R12W. A-2. Bryan & Leslie Crump, owners. Steven R. Proctor, surveyor.

Done this 30th day of June, 2015.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

30th

day of

June

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Acknowledgement and Estoppel Certificate relating to ABC Labs and its Chapter 100 Transaction.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Certificate.

Done this 30th day of June, 2015.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

ACKNOWLEDGMENT AND ESTOPPEL CERTIFICATE

THIS ACKNOWLEDGMENT AND ESTOPPEL CERTIFICATE (this "*Certificate*") is made this 30th day of June, 2015, by BOONE COUNTY, MISSOURI, a first class county and political subdivision organized and existing under the laws of the State of Missouri (the "*County*").

WITNESSETH

WHEREAS, by a Ground Lease, dated as of November 1, 2006, as amended by Ground Lessor's Estoppel Certificate and Amendment to Ground Lease dated as of November 1, 2008 (the "*Ground Lease*"), The Curators of the University of Missouri, a political subdivision of the State of Missouri ("*Ground Lessor*"), leased to Analytical Bio-Chemistry Laboratories, Inc. ("*ABC Labs*"), the real property more particularly described therein (the "*Land*");

WHEREAS, ABC Labs assigned its interest in the Ground Lease to Lab Facilities Leasing Co., L.L.C., a Missouri limited liability company ("*LFL*"), a related entity to ABC Labs, by an Assignment of Lease dated as of November 1, 2006;

WHEREAS, in connection with a transaction made pursuant to Sections 100.010 to 100.200 of the Missouri Revised Statutes (the "*Chapter 100 Transaction*"), the County, LFL and ABC Labs entered into certain agreements, including (i) an Assignment of Ground Lease dated November 1, 2008 (the "*County Assignment*"), pursuant to which, LFL assigned its leasehold interest in the Ground Lease to the County; (ii) a Chapter 100 Lease Agreement dated November 1, 2008 (the "*Chapter 100 Lease*") pursuant to which the County subleased its leasehold interest in the Ground Lease to LFL; (iii) a Performance Agreement dated November 1, 2008 (the "*Performance Agreement*"); and (iv) certain additional documents ancillary to the Chapter 100 Transaction (collectively, items (i) through (iv) constituting the "*Chapter 100 Documents*");

WHEREAS, ABC Labs has proposed to merge with a subsidiary of EAG, Inc., a Delaware corporation ("*EAG*"), pursuant to a transaction with respect to which ABC Labs will be the surviving entity of such merger (the "*Transaction*");

WHEREAS, the assignment provisions set forth in Section 13.1 of the Chapter 100 Lease and Article V of the Performance Agreement do not require consent to a merger; and Section 10.7 of the Chapter 100 Lease expressly states that "the Company [as defined in the Chapter 100 Lease] may consolidate with or merge into another Person [as defined in the Chapter 100 Lease] or permit one or more other Persons to consolidate or merge into it, provided the surviving, resulting or transferee Person or Persons expressly assumes in writing all of the obligations of the Company contained in [the Chapter 100 Lease]";

WHEREAS, ABC Labs will be the surviving entity in connection with the Transaction and pursuant to the merger agreement entered into in connection with the Transaction will remain liable for all obligations of ABC Labs set forth in the Chapter 100 Documents;

WHEREAS, EAG has requested the County to execute and deliver this Certificate in connection with said Transaction; and

WHEREAS, the County understands that EAG, ABC Labs and the merger subsidiary will rely upon information contained in this Certificate in connection with closing of the Transaction.

Accordingly, the County hereby certifies and agrees as follows:

1. The County hereby acknowledges that if the description of the Transaction set forth in the recitals to this Certificate is accurate then (i) the merger effectuated by the Transaction does not require the consent of the County; and (ii) ABC Labs shall continue to receive the benefits of, including without limitation the reduction in taxes provided for by, the Chapter 100 Transaction, subject to ongoing compliance with the terms of the Chapter 100 Documents following the Transaction.

2. The Chapter 100 Documents, attached hereto as Exhibit A, and incorporated herein by this reference, are true, complete, and accurate copies of the Chapter 100 Documents, including, without limitation, all amendments, renewals and assignments thereto.

3. The Chapter 100 Documents are in full force and effect (and have not been further modified or amended in any way except as shown in Exhibit A).

4. To the County's knowledge, ABC Labs and LFL have no claim against the County for any security deposit or prepaid rent except as provided in this Certificate and the County has no claim against ABC Labs for any security deposit or prepaid rent except as provided in this Certificate. The County has not received rent under the Chapter 100 Lease that has been paid more than one month in advance of its due date under the Lease.

5. As of the date of this Certificate, except as set forth on Exhibit B attached hereto, to the knowledge of the County, ABC Labs and LFL are not in default in the performance of the Chapter 100 Documents, and have not committed any breach of the Chapter 100 Documents, and no notice of default has been given to ABC Labs and/or LFL.

6. The County has not received any written notices from ABC Labs and/or LFL alleging that the County is in default of its obligations under the Chapter 100 Documents that have not been previously cured or waived. To the County's knowledge, the County is not in default under the Chapter 100 Documents.

7. This Certificate shall be binding upon the County and its successors and assigns and EAG and ABC Labs may rely on the statements contained herein.

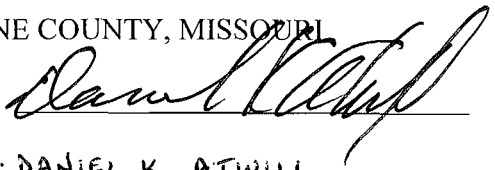
8. The County represents and warrants that the person executing this Certificate on behalf of the County has full right, power and authority to execute this document on behalf of the County.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK,
SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

IN WITNESS WHEREOF, the County has executed this Certificate as of the day and year first above written.

COUNTY:

BOONE COUNTY, MISSOURI

By: 

Name: DANIEL K. ATWILL

Title: PRESIDING COMMISSIOER

ATTEST:

(Seal)


County Clerk

EXHIBIT A
CHAPTER 100 DOCUMENTS

[See attached]

**BOONE COUNTY, MISSOURI,
As Lessor,**

AND

**LAB FACILITIES LEASING CO., L.L.C.,
As Lessee**

CHAPTER 100 LEASE AGREEMENT

Dated as of November 1, 2008

Relating to:

**\$15,000,000
(Aggregate Maximum Principal Amount)
Boone County, Missouri
Taxable Industrial Development Revenue Bonds
(Analytical Bio-Chemistry Laboratories, Inc. Project)
Series 2008**

Certain rights of Boone County, Missouri (the "County"), in this Chapter 100 Lease Agreement have been pledged and assigned to UMB Bank, N.A., St. Louis, Missouri, as Trustee under the Trust Indenture dated as of November 1, 2008, between the County and the Trustee.

CHAPTER 100 LEASE AGREEMENT

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- Exhibit A: Project Site
- Exhibit B: Project Improvements
- Exhibit C: Project Equipment
- Exhibit D: Form of Requisition Certificate

CHAPTER 100 LEASE AGREEMENT

THIS CHAPTER 100 LEASE AGREEMENT dated as of November 1, 2008 (the "Lease"), between **BOONE COUNTY, MISSOURI**, a first class county and political subdivision organized and existing under the laws of the State of Missouri (the "County"), as lessor, and **LAB FACILITIES LEASING CO., L.L.C.**, a Missouri limited liability company (the "Company"), as lessee;

RECITALS:

1. The County is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to issue revenue bonds to provide funds for the carrying out of a "project" under the Act and to sell, lease or mortgage to private persons, partnerships or corporations the facilities purchased, constructed or extended by the County for warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities which provide interstate commerce, and industrial plants, including the real estate, buildings, fixtures, and machinery.

2. Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation (the "Corporation"), on behalf of itself and the Company, a related entity, requested that the County (i) approve a plan for a project for the Corporation and the Company consisting of the acquisition, construction and equipping of a pharmaceutical research facility (the "Project"), (ii) issue its industrial development revenue bonds in an aggregate principal amount not to exceed \$15,000,000 to provide funds to pay the costs of the Project, and (iii) lease the County's interest in the Project to the Company, with an option to purchase the County's interest in the Project, for the purpose of financing the costs of the Project, all in accordance with and pursuant to the Act.

3. Following notice of the Project given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, the County Commission adopted a resolution and order on February 14, 2008, approving a plan for industrial development with respect to the Project and expressing the intent of the County to issue its industrial development revenue bonds in a principal amount not to exceed \$15,000,000 to pay the costs of the Project.

4. The Project is located on the real property described in Exhibit A (the "Project Site"), which Project Site is owned by The Curators of the University of Missouri (the "Curators") and leased to the Corporation pursuant to a Discovery Ridge Research Park Ground Lease dated as of November 1, 2006, between the Curators and the Corporation (the "Original Ground Lease"), and the Corporation assigned its interest in the Ground Lease to the Company pursuant to an Assignment of Lease dated November 1, 2006 (the "Ground Lease Assignment"), notice of which Original Ground Lease and Ground Lease Assignment are evidenced of record by a Memorandum recorded in Book 3080, Page 128, Records of Boone County, Missouri.

5. The Curators and the Company have entered into a Ground Lessor's Estoppel Certificate and Amendment to Ground Lease (Discovery Ridge Research Park) dated November 1, 2008 amending the Original Ground Lease (the Original Ground Lease as so amended, the "Ground Lease").

6. The Company has assigned a portion of its interest in the Ground Lease to the County pursuant to an Assignment of Ground Lease dated as of November 1, 2008 (the "Ground Lease Assignment").

7. The County Commission of the County adopted a resolution and order on November 6, 2008 (the "Ordinance and Order"), authorizing the issuance of its Taxable Industrial Development Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008, in the maximum principal amount of \$15,000,000 (the "Series 2008 Bonds," the Series 2008 Bonds and any Additional Bonds collectively, the "Bonds"), for the purpose of paying the costs of the Project, and authorizing the County to lease the County's interest in Project to the Company.

8. Pursuant to such Ordinance and Order, the County is authorized to enter into a Trust Indenture of even date herewith (the "Indenture"), with UMB Bank, N.A., St. Louis, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the County will provide for the financing the costs of the Project and will lease the County's interest in the Project to the Company pursuant to this Lease in consideration of rental payments by the Company which will be sufficient to pay the principal of and interest on the Bonds.

9. The Company is subleasing its leasehold interest in the Project to the Corporation pursuant to the terms of that certain Laboratory Lease dated March 1, 2007, as amended and subordinated to the Ground Lease and this Lease by terms of that certain First Amendment and Supplement to Laboratory Lease of even date herewith (as amended, the "Laboratory Lease").

10. The Company is expected to assign a portion of its interests in this Chapter 100 Lease and in the Laboratory Lease to RPL 4780 Discovery Drive LLC ("RPL LLC"), pursuant to an Assignment of Interests dated as of November 12, 2008 (the "RPL Assignment"), and RPL LLC may grant a Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing with respect to RPL LLC's leasehold interest in the Project to Republic Bank of Chicago (the "Financing Party").

11. The County desires to lease the Project to the Company and the Company desires to lease the Project from the County, for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the County and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in Section 101 of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the County. The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a first class county and political subdivision duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the County has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the County has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) The County has acquired a leasehold interest in the Project Site, subject to Permitted Encumbrances, and desires to provide for the financing or reimbursement of the costs of acquiring, constructing and equipping the Project. The County proposes to lease the Project to the Company and sell the Project or any portion thereof to the Company if the Company exercises its option to purchase the County's interest in the Project or any portion thereof as provided herein, all for the purpose of furthering the public purposes of the Act.

(c) To finance the costs of the Project, the County proposes to issue the Bonds which will be scheduled to mature as set forth in Article II of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of Article III of the Indenture.

(d) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the County from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds.

(e) The County will not mortgage, grant any interest in or otherwise encumber the Project or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Company Representative.

(f) The County shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof.

(g) The purchase, construction, installation and equipping of the Project and the leasing of the Project by the County to the Company will further the public purposes of the Act.

(h) No member of the governing body of the County or any other officer of the County has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder. The Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representative.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any mortgage, deed of trust, lease or any other corporate restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a material default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party.

(d) The costs of the purchase, construction, extension and improvement of the Project are in accordance with sound engineering and accounting principles.

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

(f) The Project is located wholly within the corporate limits of Boone County, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The County hereby rents and leases the Project to the Company, and the Company hereby rents and leases the Project from the County, subject to

Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on December 1, 2018.

Section 3.3. Possession and Use of the Project.

(a) The County covenants and agrees that as long as neither the County nor the Trustee has exercised any of the remedies set forth in Section 12.2(b) following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the County's and the Trustee's right of access pursuant to Section 10.3 hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The County covenants and agrees that it will not take any action, other than expressly pursuant to Article XII of this Lease, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose contemplated by the Act and this Lease. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements, the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of Article VII hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

**PURCHASING, CONSTRUCTING, EXTENDING AND IMPROVING
THE PROJECT**

Section 4.1. Issuance of the Bonds.

(a) To provide funds for the payment of the Project Costs, the County agrees that it will issue, sell and cause to be delivered to the purchaser thereof the Series 2008 Bonds in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Series 2008 Bonds, when received, shall be paid over to the Trustee for the account of the County. The Trustee

shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Article and in the Indenture.

(b) The County may authorize the issuance of Additional Bonds from time to time upon the terms and conditions provided in Section 209 of the Indenture for the purposes described therein.

Section 4.2. Purchase, Construction, Extension and Improvement of the Project. The County and the Company agree that the Company as the agent of the County shall purchase, construct and equip the Project as follows:

(a) Concurrently with the execution of this Lease, the County will acquire a leasehold interest in the Project Site and the Project Improvements and the full and absolute title in and to the Project Equipment located thereon at the execution hereof. Concurrently with the execution of this Lease (1) the Ground Lease Assignment and any other necessary instruments of transfer will be delivered to the County, (2) the Ground Lease Assignment will be placed of record, and (3) the commitment for title insurance or ownership and encumbrance report required by Article VII hereof will be delivered to the Trustee.

(b) The Company will, on behalf of the County, purchase, construct, extend and improve the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Company may make changes in and to the Plans and Specifications at its sole discretion, provided, however, the Company shall notify the County in writing of any changes which materially reduce the scope of the Project. The Company agrees that the purchase, construction, extension and improvement will, with such changes and additions as may be made hereunder, result in a Project suitable for use by the Company for its purposes, and that all real property described therein is necessary in connection with the Project.

(c) The Company will purchase and install the Project Equipment in the Project Improvements or on the Project Site in accordance with the Plans and Specifications. Except as provided in the next sentence, title to the Project Equipment shall be evidenced by bills of sale or other instruments of transfer, including purchase orders or other instruments pursuant to which the County acquires title to personal property directly from the vendor thereof. Subject to Section 8.2, all Project Equipment substituted by the Company shall automatically become part of the Project Equipment subject to this Lease, and full title and ownership of such Project Equipment shall be automatically vested in the County, without the requirement of a bill of sale or other instrument of conveyance unless otherwise requested by the County. In any event, on or before April 1 of each year, the Company shall furnish to the County and the Trustee a list of items (based on the Company's internal record keeping) comprising the Project Equipment as of January 1 of such year in the form attached hereto as Exhibit C. The improper inclusion or exclusion of any Project Equipment pursuant to such list may be rectified by the Company within 30 days notice of such improper inclusion or exclusion. The improper inclusion or exclusion of an item from such list shall not affect the items comprising the Project Equipment for the purpose of this Lease or title thereto as intended by the parties hereto. The Company shall provide such information to the Trustee as may be requested in order to ensure that such list corresponds to the list of Project Equipment maintained by the Trustee pursuant to Section 10.8.

(d) The Company agrees that it will use its best efforts to cause the purchase, construction, extension and improvement of the Project to be completed as soon as practicable with all reasonable dispatch.

Section 4.3. Project Costs. The County hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to Section 4.4 hereof.

Section 4.4. Payment for Project Costs. All Project Costs as specified in Section 4.3 hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the County hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit D**, signed by an Authorized Company Representative. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Company Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date. If all money in the Project Fund is disbursed at closing, the Project will be deemed to be completed as of the closing date. If all money in the Project Fund is not disbursed at closing, the Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the purchase, construction, extension and improvement of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the purchase, construction, extension and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the County agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in Section 4.5 hereof, the Trustee shall, as provided in Section 504 of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by Section 702 of the Indenture.

(b) If the amount in the Project Fund is insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay into the Project Fund the full amount of any such deficiency, and the Trustee shall use such money to make payments to the contractors and to the suppliers of materials and services as the same become due in accordance with the applicable contracts entered into with such contractors and suppliers all in accordance with the provisions for payment of Project Costs set forth in Section 4.4 of this Lease, and the Company shall save the County and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of County. The Project Site and all Project Improvements and Project Equipment located on the Project Site at the execution hereof which the Company desires to convey to the County, all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt,

rearranged, restored or replaced by the Company under the provisions of this Lease; except as otherwise specifically provided herein, shall immediately when built or installed become the absolute property of the County, subject only to Permitted Encumbrances, and shall be leased to the Company under the terms of this Lease.

Section 4.8. Personal Property Not Included in Project. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements or the Project Equipment and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of Section 6.4.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the County during this Lease Term, for deposit in the Bond Fund on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal on the Bonds and the interest thereon on such payment date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture or the Bond Purchase Agreement to the contrary, and provided that the Company (or a Financing Party if required in connection with a default by the Company under the terms of any assignment made by the Company to a Financing Party) is the sole holder of the Bonds, the Company (or such Financing Party) may set-off the then-current Basic Rent payment against the City's obligation to the Company as Bondowner under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company (or such Financing Party) to the contrary as evidence that such set-off has occurred. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent the following amounts as and when the same become due:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the Trustee incurred under the Indenture;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all reasonable costs due to third-parties which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project under this Lease or the Indenture by the County, the Trustee or the Bondowners;

(d) an amount sufficient to reimburse the County for all reasonable costs due to third-parties reasonably incurred by the County hereunder and in connection with a failure of the Company to perform its obligations under this Lease, the Indenture or the Performance Agreement.

(e) all amounts payable under the Performance Agreement.

(f) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Notwithstanding anything contained herein to the contrary, the County and the Company agree that the Company and/or the Corporation shall make all payments required to be made to the Curators under the Ground Lease (including, but not limited to, the Rent, common area expenses and taxes payable thereunder), and that notwithstanding the Ground Lease Assignment, the County will not be obligated to the Curators with respect to any payment obligations under the Ground Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the County's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the County's legal organization or status, or any default of the County hereunder, and regardless of the invalidity of any action of the County.

(b) Nothing in this Lease shall be construed to release the County from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against County under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the County separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners, the Trustee and the County. The Company may, however, at its own cost and expense and in its own name or in the name of the County, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the County hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the County in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of Section 301(a) of the Indenture relating to the partial redemption of the Bonds). During such times as the

amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom or Basic Rent and other amounts payable under this Lease, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would materially impair the security of the Bonds or materially encumber the County's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company shall have the right, in its own name or in the County's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the County written notice of its intention so to do, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The County agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall hold the County whole and harmless from any costs and expenses the County may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under the Performance Agreement to the extent of any ad valorem taxes imposed with respect to the Project paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its Affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The County and the Company agree that while the Project is owned by the County and is subject to this Lease, the Project will be exempt from ad valorem property taxes by reason of such ownership, as more fully described in the Performance Agreement.

ARTICLE VII

INSURANCE

Section 7.1. Title Matters. Prior to the issuance of the Bonds, the Company will provide to the County, from a title insurance company reasonably acceptable to the County, a current ownership and encumbrance report, a commitment for title insurance, or such other similar report showing the ownership of a leasehold interest in and encumbrances on the Project Site and otherwise in form and content reasonably acceptable to the County. Copies of such report shall be delivered by the Company to the Trustee.

Section 7.2. Casualty Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance required to be maintained by the Corporation under the Laboratory Lease. If the Laboratory Lease is no longer in effect, the Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. Certificates of the insurance policies required under this Section shall be delivered by the Company to the Trustee, annually, commencing on the date of execution of this Lease. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the County, the Trustee and the Company as insureds, as their respective interests may appear, shall name the Trustee as loss payee and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the County, the Company and the Trustee.

(b) If the Laboratory Lease is no longer in effect, in the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be paid over to the Trustee and shall be applied as provided in Article IX of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Public Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle but only if any proceeds of the Bonds are used to purchase an automobile, truck or other motor vehicle), under which the County and the Trustee shall be included as additional insureds, properly protecting and indemnifying the County and the Trustee, in an amount not less than \$2,000,000 for bodily injury (including death) in any one occurrence, with excess coverage in an amount not less than \$2,000,000, and not less than \$1,000,000 for property damage in any one occurrence (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company or its affiliates). All such policies of insurance pursuant to this Section shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the County, the Company and the Trustee. Certificates of such policies shall be furnished to the Trustee annually commencing on the date of execution of this Lease.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements of the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in a good and workmanlike manner and in strict compliance with all laws, orders and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed in the Project by the Company not purchased or acquired from funds deposited with the Trustee hereunder shall remain the property of the Company and may be removed by the Company, and are not part of the Project. So long as the Company makes payments-in-lieu of taxes to the County with respect to improvements to the Project not funded from proceeds of the Bonds in an amount equal to 100% of the property taxes otherwise due with respect to such improvements, the prior consent of the County to such improvements is not required. Otherwise, prior to the Company making improvements to the Project, the County and the Company shall agree upon additional payments-in-lieu of taxes and other matters related to the improvements of the Project and amend the Performance Agreement, if necessary, regardless of the improvements being made pursuant to this Section 8.1 or pursuant to Section 8.3 hereof.

Section 8.2. Removal and Replacement of Project Equipment.

(a) The Company may, if it is not in default in making payments of Basic Rent or Additional Rent hereunder, remove from the Project and sell, exchange, replace or otherwise dispose of, without responsibility or accountability to the County or the Trustee with respect thereto, any items of machinery and equipment, or parts thereof, which constitute a part of the Project Equipment and which have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or which, in the sound discretion of the Company, are otherwise no longer useful to the Company in its operations. Upon request, the County will execute and deliver a bill of sale that transfers full and complete title to the Company of such Project Equipment removed. Notwithstanding anything contained herein to the contrary, title to any item of the Project Equipment removed from the Project Site shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal.

(b) In all cases, the Company shall pay all of the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby. The Company's rights under this Section to remove machinery and equipment constituting a part of the Project Equipment is intended only to permit the Company to maintain an efficient operation by the removal of machinery and equipment which is no longer suitable for any of the reasons set forth in this Section, and such right is not to be construed to permit a removal under any other circumstances and specifically is not to be construed to permit the Company to make a wholesale removal of the Project Equipment.

Section 8.3 Additional Improvements on the Project Site. The Company shall have and is hereby given the right, at its sole cost and expense, to construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company pursuant to the authority of this Section shall, during the life of this Lease and at the sole discretion of the Company, remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove in a good and workmanlike manner, or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company.

Section 8.4. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

Section 8.5. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the County of the imposition of such lien of which the Company is aware and shall promptly, at the

Company's own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the County shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the County in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (i) within 60 days notifies the County and the Trustee in writing of its intention so to do, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the County that, in the opinion of counsel, by nonpayment of any such items, the interest of the County in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the County from any loss, costs or expenses the County may incur related to any such contest. The Company shall reimburse the County for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The County shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, the Company shall repair and restore the Project to substantially the same condition which existed prior to the occurrence of a fire or casualty, in a diligent and workmanlike manner. The Company shall proceed diligently to obtain all permits and approvals that are necessary to repair and restore the Project to substantially the same condition which existed prior to the occurrence of a fire or casualty and shall use the insurance proceeds paid to the Company for such purposes. Notwithstanding the foregoing, the obligation to repair and restore the Project shall not apply to the extent that insurance proceeds with respect to damage or destruction of the Project are paid to a Financing Party and such Financing Party does not make such insurance proceeds available to the Company to pay the costs of repair and restoration of the Project. Nothing in this Lease shall affect any obligations of the tenant under the Ground Lease to rebuild or restore the Project after a casualty or condemnation.

(b) For all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any new buildings and improvements and all additions thereto and all replacements and alterations thereof, and any reference to the words "Project Equipment" shall be deemed to include any new machinery, equipment and fixtures which are either attached to or are used in connection with the operation or maintenance of such new buildings and improvements and all additions or replacements thereof.

(c) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the County, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$2,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the County, the Trustee and the mortgagee under the Leasehold Deed of Trust (if any) and the Financing Party under the Financing Document (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements, and such decision of the Company shall be final and shall bind the County.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed prior to the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby). In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in Section 9.1 hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable and desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall be retained by the Company and used in the Company's sole discretion, subject to the rights of the mortgagee under the Leasehold Deed of Trust (if any) and Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the County, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The County shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the County. In no event will the County voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the County or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to the rights of the County and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the County and the Trustee) incurred in the collection of such gross proceeds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the County; Exculpation and Indemnification. The County makes no warranty (including no warranty of merchantability or fitness) or representation, either express or implied, as to the value, design or condition of the Project or that it will be suitable for the Company's purposes or needs. The Project is being leased to the Company as with all faults. The Company releases the County and Trustee from, agrees that the County and the Trustee shall not be liable for and agrees to hold the County and the Trustee harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof; unless such loss is the result of the County's gross negligence or willful misconduct or the Trustee's negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the County's right of re-entry because of the Company's default hereunder or upon the cancellation or termination of this Lease for any reason other than the Company's purchase of the Project pursuant to **Article XI** hereof and upon receipt of prior written direction of the Owners of 100% of the principal amount of Bonds outstanding, the Company shall peacefully surrender possession of the Project to the County in good condition and repair, ordinary wear and tear excepted and subject to **Sections 9.1 and 9.2**; provided, however, the Company shall have the right within 90 days (or such later date as the County may agree to) after the termination of this Lease to remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project prior to the expiration of said period shall be the separate and absolute property of the County.

Section 10.3. Right of Access to the Project. The Company agrees that the County and the Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 24 hours' advance written notice and the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to monitor the purchase, construction, extension and improvement provided for in **Section 4.2** hereof as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the purchase, construction, extension and improvement or maintenance of the Project, and (d) to perform such work in and about the Project made necessary by reason of the Company's default under any of the provisions of this Lease.

Section 10.4. Granting of Easements; Permitted Encumbrances; Leasehold Deeds of Trust and Financing Arrangements.

(a) Subject to Section 10.4(c) and (d), if no Event of Default under this Lease shall have happened and be continuing, the Company may at any time or times (i) grant subleases (as permitted in Section 13.1(b) hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the County shall be required for the execution and delivery of any such document, although the County agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the Company, unless such third party has actual or constructive notice that the agency herein granted by the County to the Company has been terminated by the County because of an uncured Event of Default hereunder. The County agrees that it will execute and deliver and will request the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the County and the Trustee of (x) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, and (y) a written request signed by an Authorized Company Representative that the County and Trustee execute and deliver such instrument. If no Event of Default shall have happened and be continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company, but, subject to Sections 10.4(c) and (d), upon (i) termination of this Lease for any reasons other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and, subject to the prior written consent of the Owners of 100% of the principal amount of Bonds outstanding, be exercisable by the County and the Trustee.

(b) The Company may grant a deed of trust on the leasehold estate created by this Lease, with prior notice to but without the County's consent, provided and upon condition that a duplicate original or certified copy of each such deed of trust, and the note or other obligation secured thereby, is delivered to the County within thirty (30) days after the execution thereof.

(c) The County acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the County (i) execute one or more Financing Documents upon the terms contained in this Section 10.4 and (ii) sublease or assign its interests in this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of Section 13.1(c) of this Lease.

(d) Upon notice by the Company to the County in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease or the Project to a Financing Party,

which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the County and the Company, without the prior written consent of such Financing Party;

(ii) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Financing Party;

(iii) the County shall serve upon each such Financing Party (at the address, if any, provided to the County) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(iv) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus 30 business days, and the County shall accept performance by such Financing Party as timely performance by the Company;

(v) the County may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this Section 10.4(d) as to such other events of default;

(vi) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the County shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Financing Party is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the County and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the County or the Trustee in connection with any such default; and

(vii) the Financing Parties shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the County agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to reimburse the County for any and all costs and expenses incurred by the County pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Company's obligations under any deed of trust or Financing Document relating to the Project shall be subordinate to the Company's obligations under this Lease.

Section 10.5. Indemnification of County and Trustee. The Company shall indemnify and save and hold harmless the County and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into in connection with the purchase, construction, extension or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to Section 13.1(c), any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri, as amended; provided, however, the indemnification contained in this Section 10.5 shall not (i) extend to the County if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the County or the result of gross negligence or willful misconduct by the County, or (ii) extend to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the gross negligence or willful misconduct of the Trustee or (iii) the performance or failure to perform by the County of its obligations under the Performance Agreement. Upon notice from the County or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This Section 10.5 shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The County agrees that any depreciation, interest expense deductions, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the County will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to one or more Persons all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee Person or Persons expressly assumes in writing all the obligations of the Company contained in this Lease.

Section 10.8. Security Interests.

(a) To secure the payment of all of the Company's obligations under this Lease, to the extent permitted by law and not provided to the contrary elsewhere in this Lease, the Trustee retains a security interest in all personal property consisting of the Project, including all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom.

(b) The County and the Company hereby authorize the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Bondowners and the rights of the Trustee hereunder. At the written request of all of the Bondowners, the County and the Company agree to enter into any other instruments necessary for perfection of and continuance of the perfection of the security interests of the County and the Trustee in the Project. Upon the written instructions of the owners of 100% of the Bonds then Outstanding, the Trustee shall file all instruments the Bondowners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. The County and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements. The Trustee shall maintain a file showing a description of all Project Equipment, said file to be compiled from the certificates furnished to the Trustee pursuant to Section 4.4 and Section 8.2 hereof.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

"**Environmental Laws**" means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, order, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

"Hazardous Substances" means all (i) "hazardous substances" (as defined in 42 U.S.C. §9601(14)), (ii) "chemicals" subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the County and the Trustee that to the knowledge of the Company there are no conditions relating to the Project Site which materially violate any applicable Environmental Laws and no claims or demands have been asserted or made by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or relating to the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Company will provide the County and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Project Site. Such copies shall be sent to the County and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within ten days after they are made or received by the Company. The Company will provide to the County for review only, any environmental assessments ("Assessments") and reports regarding the correction or remediation of environmental issues addressed in the Assessments ("Reports") concerning the Project Site and the Project Improvements; upon the completion of the County's review of the Assessments and the Reports, the County shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company warrants and represents that the Company has provided the County and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Environmental Notices") that relate to the Project Site previously given, as of the date hereof, by the Company to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. The Company will provide the County and the Trustee with copies of all Environmental Notices that relate to the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the County and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Company will use its reasonable best efforts to comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Company's business and in compliance with all applicable Environmental Laws.

(f) The Company agrees to indemnify, protect and hold harmless the County and the Trustee and their directors, officers, shareholders, officials or employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances, upon the Project or respecting any products or materials previously, now or thereafter located upon the Project,

regardless of whether such release or alleged release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Company or any third party or otherwise (except, with respect to the County, to the extent such release occurs as a result of any negligent act or omission or misconduct of the County), (ii) (A) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws relating to or affecting the Project, or (B) any violation now existing or hereafter arising, or any other liability, under or in connection with, any applicable Environmental Laws relating to any products or materials previously, now or hereafter located upon the Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise (except, with respect to the County, to the extent such release occurs as a result of any negligent act or omission or misconduct of the County), (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or relating to the Project Site, or (iv) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section. This subsection (f) shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project and terminate this Lease at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the County and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(d) the sum of \$100.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall

receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the County will upon receipt of the purchase price deliver to the Company the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and confirmation of termination of this Lease.

(b) All instruments and/or documents necessary and appropriate to convey to the Company or Corporation, as their rights are described in the Assignment of Interests to RPL LLC, legal title to the Project, as it then exists, subject to the following: (1) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the County; (2) those liens and encumbrances created by the Company or the Corporation or to the creation or suffering of which the Company or the Corporation consented; (3) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (4) Permitted Encumbrances other than the Indenture and this Lease; and (5) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the County hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payment due under the Performance Agreement, if any. The amount of the purchase price under this Section shall be \$100 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the County and the Trustee.

Section 11.5. Company's Assignment of Option and Obligation to Purchase the Project. The Company's option to purchase the Project under Section 11.1 and the Company's obligation to purchase the Project in Section 11.4 may be exercised by RPL LLC to the extent allowed in the RPL Assignment.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent or Additional Rent and such default continues for 15 days after written notice thereof from the Trustee or the County to the Company; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default continues for 60 days after the County or the Trustee has given the Company written notice specifying such default (or such longer period as is reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 60-day period, and (2) the Company diligently prosecutes such cure to completion); or

(c) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The occurrence and continuance of an "Event of Default" by the Company under the Performance Agreement following any applicable notice and grace period provided therein.

Section 12.2. Remedies on Default. If any Event of Default referred to in Section 12.1 hereof has occurred and continues beyond the period provided to cure, then the County may at the County's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with Section 11.1 hereof, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and

the County may re-enter and take possession of the Project or, if the Company has paid all obligations due and owing under the Indenture and under the Performance Agreement, convey the Project in accordance with Section 11.2 hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the County and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the County. If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the County, or the Trustee in the County's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the County or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the County or the Trustee and all incidental reasonable costs and expenses incurred by the County or the Trustee in performing such obligations shall be deemed Additional Rent and shall be paid to the County or the Trustee on demand, and if not so paid by the Company, the County or the Trustee shall have the same rights and remedies provided for in Section 12.2 hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the County and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The County and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the County may nevertheless accept from the Company any payment or payments hereunder without in any way waiving County's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the County.

Section 12.7. Trustee's Exercise of the County's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the County under this Article, upon notice as required of the County unless the County has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the County and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, stating which of the terms, covenants and conditions of this Lease the assignee is assuming.

(b) The County expressly acknowledges and consents to the sublease of the Project to the Corporation pursuant to the Laboratory Lease and the RPL Assignment. The Company shall have the right to sublet all or any part of the Project to one or more entities for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the County and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the County's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease any interest in this Lease without the prior written consent of the County shall only apply to assignments made to any entity controlled by, under common control with or controlling the Company, except for such assignments required by a Financing Party in connection with the exercise of such Financing Party's rights under Financing Documents. The County's consent to any assignment or sublease shall not be withheld unless (i) the proposed assignee or sublessee engages in conduct which would materially adversely affect the reputation or character of the County, or (ii) the proposed assignee or sublessee lacks adequate creditworthiness or business experience to operate the Project in a first class manner and to fulfill all of the obligations under this Lease. Upon such assignment of all or a portion of the rights of the Company under this Lease, the Company shall be released from and have no further obligations under this Lease other than those obligations expressly retained by the Company. The Company shall retain all obligations under the Performance Agreement and all other agreements related to the issuance of the Bonds unless expressly assigned by the Company and assumed by an assignee.

Section 13.2. Assignment of Revenues by County. The County shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. The County shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by County. During this Lease Term, the County agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture which consent shall not be unreasonably withheld.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given or filed in the manner and at the addresses specified in Section 1403 of the Indenture.

Section 15.2. County Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the County shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the County shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the County and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the County and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds have been paid in full the Trustee or the County holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of County. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the County, or the breach thereof, shall constitute or give rise to or impose upon the County a pecuniary liability or a charge upon the general credit or taxing powers of Boone County or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the County and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

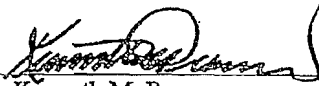
Section 15.8. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.9. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank.]


IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

BOONE COUNTY, MISSOURI

By 
Name: Kenneth M. Pearson
Title: Presiding Commissioner

[SEAL]

ATTEST:

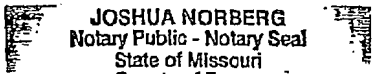
By 
Name: Wendy S. Noren
Title: County Clerk

ACKNOWLEDGMENT


STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 6th day of November, 2008, before me, the undersigned, a Notary Public, personally appeared Kenneth M. Pearson and Wendy S. Noren, who acknowledged themselves to be the Presiding Commissioner and County Clerk, respectively, of BOONE COUNTY, MISSOURI, and that as such officers being authorized so to do executed the foregoing-instrument for the purposes therein contained by signing their names as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


JOSHUA NORBERG
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires September 18, 2011
Commission # 07267690

[SEAL]


Notary Public - State of Missouri
Commissioned in Boone County

My Commission Expires: September 18, 2011

EXHIBIT A

PROJECT SITE

The following described real property located in Boone County, Missouri:

A portion of the Northwest Quarter of Section 33, Township 48 North, Range 12, West, being more particularly described as follows:

Starting at the Northwest Corner of Section 33-48-12, thence S 1°05'25"W, along the section line 554.99 feet to a corner of a tract of land described by a survey recorded in Book 3240 page 15; thence continuing along the section line and the line of said tract described by a survey recorded in book 3240 page 15, a distance of 177.66 feet; thence, leaving the section line and continuing along the line of said tract described by a survey recorded in Book 3240, page 15, N 90°00'00"E 531.75 feet to the Point of Beginning.

From the Point of Beginning, thence N 90°00'00"E, along the line of said tract described by a survey recorded in Book 3240 page 15, 738.27 feet; thence, leaving said line, S 5°40'00"E 425.00 feet; thence S 49°38'35"W 105.24 feet; thence S 5°40'00"E 184.50 feet to the Northerly line of a Street Easement recorded in Book 3087, page 4; thence S 84°20'00"W, along said line 648.10 feet; thence leaving said line, N 5°40'00"W 742.29 feet to the beginning.

EXHIBIT B

PROJECT IMPROVEMENTS

All buildings, structures, improvements and fixtures located or to be located on the Project Site pursuant to Article IV hereof and paid for in whole or in part from the proceeds of Series 2008 Bonds (either directly or by reimbursement of the Company) and all additions, alterations, modifications and improvements thereof made pursuant to this Lease.

EXHIBIT C

PROJECT EQUIPMENT

All items of machinery, equipment and parts or other personal property installed or acquired or to be acquired for installation in the Project Improvements or elsewhere on the Project Site pursuant to Article IV hereof paid for in whole or in part from the proceeds of Series 2008 Bonds (either directly or by reimbursement to the Company) and all replacements thereof and substitutions therefor made pursuant to this Lease.

EXHIBIT D

[FORM OF REQUISITION CERTIFICATE]

Requisition No. _____

Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF NOVEMBER 1, 2008, BETWEEN BOONE COUNTY, MISSOURI, AND THE TRUSTEE, AND CHAPTER 100 LEASE AGREEMENT DATED AS OF NOVEMBER 1, 2008, BETWEEN BOONE COUNTY, MISSOURI, AND LAB FACILITIES LEASING CO., L.L.C.

The undersigned hereby request that a total of \$ _____ be paid for Project Costs (as defined in said Lease) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

We hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, installation and equipping of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by or are justly due to the persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund; (ii) as of this date, except for the amounts referred to above, there are no, to the best of our knowledge, outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, construction and installation of said buildings and improvements which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof; and (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to said Lease.

LAB FACILITIES LEASING CO., L.L.C.

By: _____

Name: _____

Title: _____

SCHEDULE 1 TO REQUISITION CERTIFICATE

<u>Amount</u>	<u>Payee and Address</u>	<u>Description</u>
\$ _____		

PERFORMANCE AGREEMENT

Dated as of November 1, 2008

Among

Boone County, Missouri,

Lab Facilities Leasing Co., L.L.C.

and

Analytical Bio-Chemistry Laboratories, Inc.

Prepared By:

**Gilmore & Bell, P.C.
Kansas County, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of November 1, 2008, as from time to time amended and supplemented in accordance with the provisions hereof (the "Agreement"), among **BOONE COUNTY, MISSOURI**, a first class county and political subdivision organized and existing under the laws of the State of Missouri (the "County"), **LAB FACILITIES LEASING CO., L.L.C.**, a Missouri limited liability company (the "Lab Facilities") and **ANALYTICAL BIO-CHEMISTRY LABORATORIES, INC.**, a Missouri corporation (the "Corporation" and together with Lab Facilities, both of which shall be jointly and severally liable for the payment and performance of all obligations of the Companies hereunder, are collectively referred to as the "Companies");

RECITALS:

1. The County is authorized under Article VI, Section 26(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to issue revenue bonds to provide funds for the carrying out of a "project" under the Act and to sell, lease or mortgage to private persons, partnerships or corporations the facilities purchased, constructed or extended by the County for warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities which provide interstate commerce, and industrial plants, including the real estate, buildings, fixtures, and machinery.

2. The Corporation, on behalf of itself and Lab Facilities, requested that the County (i) approve a plan for a project for the Corporation and Lab Facilities consisting of the acquisition, construction and equipping of a pharmaceutical research facility (the "Project"), (ii) issue its industrial development revenue bonds in an aggregate principal amount not to exceed \$15,000,000 to provide funds to pay the costs of the Project, and (iii) lease the County's interest in the Project to the Lab Facilities, with an option to purchase the County's interest in the Project, for the purpose of financing the costs of the Project, all in accordance with and pursuant to the Act.

3. Following notice of the Project given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, the County Commission adopted a resolution and order on February 14, 2008, approving a plan for industrial development with respect to the Project and expressing the intent of the County to issue its industrial development revenue bonds in a principal amount not to exceed \$15,000,000 to pay the costs of the Project.

4. The Project is located on the real property described in **Exhibit A** (the "Project Site"), which Project Site is owned by The Curators of the University of Missouri (the "Curators") and leased to the Corporation pursuant to a Discovery Ridge Research Park Ground Lease dated as of November 1, 2006, between the Curators and the Corporation (the "Ground Lease"), and the Corporation assigned its interest in the Ground Lease to the Company pursuant to an Assignment of Lease dated November 1, 2006 (the "Ground Lease Assignment"), notice of which Ground Lease and Ground Lease Assignment are evidenced of record by a Memorandum recorded in Book 3080, Page 128, Records of Boone County, Missouri.

5. The Company has assigned a portion of its interest in the Ground Lease to the County pursuant to an Assignment of Ground Lease dated as of November 1, 2008 (the "Ground Lease Assignment").

6. The County Commission of the County adopted a resolution and order on November 6, 2008 (the "Ordinance and Order"), authorizing the issuance of its Taxable Industrial Development

Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008, in the maximum principal amount of \$15,000,000 (the "Series 2008 Bonds," the Series 2008 Bonds and any Additional Bonds collectively, the "Bonds"), for the purpose of paying the costs of the Project, and authorizing the County to lease the County's interest in Project to the Company pursuant to a Chapter 100 Lease Agreement of even date herewith (the "Lease"), under which the County, as lessor, will lease the Project to the Company, as lessee, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds.

WHEREAS, the County will have a leasehold interest in the real property and improvements thereon and will own the personal property financed by the Bonds and, by virtue of the County's ownership interests, the Project is expected to be exempt from ad valorem taxes; and

WHEREAS, pursuant to the foregoing, the County desires to enter into this Agreement with the Companies in consideration of the Companies' desire to purchase, construct, extend and improve the Project upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the County and the Companies hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. The following words and terms as used herein shall have the following meanings:

"Agreement" means this Performance Agreement dated as of November 1, 2008, between the County and the Companies, as from time to time amended and supplemented in accordance with the provisions hereof.

"Annual Compliance Report" means the Annual Compliance Report required to be filed by the Company by Section 3.3 hereof, a copy of which is attached hereto as **Exhibit B**.

"Companies" means, collectively, Lab Facilities and the Corporation, both of which shall be jointly and severally liable for the payment and performance of all obligations of the Companies under this Agreement. ✓

"Corporation" means Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation, and its successors and assigns. ✓

"Event of Default" means any Event of Default as described in Section 5.1 hereof.

"Existing Jobs" means the number of Jobs employed by the Company within the County prior to the Project equal to 224 Jobs.

"Indenture" means the Trust Indenture dated as of November 1, 2008, between the County and the Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

“**Job**” means a full-time position of not less than 40.0 hours per week at the Project, excluding contract or temporary employees.

“**Lab Facilities**” means Lab Facilities Leasing Co., L.L.C., a Missouri limited liability company, and its successors and assigns.

“**New Jobs**” means the number of Jobs created as a result of the Project in the County exceeding Existing Jobs (i.e., the number of Jobs at the Project in excess of the 224 Existing Jobs).

“**Project**” means the Project Site, the Project Improvements and the Project Equipment located thereon.

“**Project Costs**” means all costs and expenses of every nature paid on or after February 13, 2006, relating to the purchase, construction, extension and improvement of the Project located on the Project Site.

“**Project Equipment**” means all items of machinery, equipment and parts or other personal property installed or acquired or to be acquired for installation in the Project Improvements or elsewhere on the Project Site, the costs of which will be paid in whole or in part, or for which Lab Facilities will be reimbursed in whole or in part, from the proceeds of the sale of the Bonds.

“**Project Improvements**” means all buildings, structures, improvements and fixtures located or to be located on the Project Site, the costs of which will be paid in whole or in part, or for which Lab Facilities will be reimbursed in whole or in part, from the proceeds of the sale of the Bonds.

“**Project Site**” means all of the real estate described in Exhibit A attached hereto and by this reference made a part hereof.

“**Test Date**” means March 31 of each year, beginning on March 31, 2009 and ending on March 31, 2018.

ARTICLE II

REPRESENTATIONS

Section 2.1. County’s Representations. The County hereby represents as follows:

(a) The Project will significantly benefit Boone County and the State of Missouri by: (i) stimulating economic development in the County and the State through the creation and retention of permanent jobs; and (ii) increasing local and state tax revenues.

(b) The Project would not proceed without the assistance provided by the County.

Section 2.2. Company’s Representations.

(a) The Project will significantly benefit Boone County and the State of Missouri by: (i) stimulating economic development in the County and the State through the creation and retention of permanent jobs; and (ii) increasing local and state tax revenues.

(b) The Project would not proceed without the assistance provided by the County.

ARTICLE III

**PROPERTY TAX EXEMPTION;
PAYMENT IN LIEU OF TAXES**

Section 3.1. Property Tax Exemption. So long as the County has a leasehold interest in the Project Improvements and owns the Project Equipment, the Project and the leasehold interests of the Companies in the Project is expected to be exempt from ad valorem real property taxation. The first year of the exemption period shall begin on January 1 following the year in which the Bonds are issued. Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be 2018. The Companies covenant and agree that, during each year the Project is exempt from ad valorem property taxes, the Companies will make annual payments in lieu of taxes to the County ("PILOTS" and each such payment, a "PILOT") as described in this **Article III**. The County and the Companies hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with proceeds of the Bonds (*i.e.*, property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds.

Section 3.2. Payments In Lieu of Taxes for Project.

(a) The County and the Companies acknowledge that the Boone County Assessor will determine an assessed valuation with respect to the Project Site, the Project Improvements and the Project Equipment in accordance with Article X, Section 4(b) of the Missouri Constitution and Section 137.115 of the Revised Statutes of Missouri, as amended, as if title to the Project were in the name of the Companies (and not the County). Such assessment shall be performed as of January 1 of each year. To facilitate the assessment, the Companies agree to provide or cause to be provided to the County Assessor each year, by the same date on which property declarations are required by law to be made, a report that includes a list of the Project Improvements made during the calendar year, a list of the Project Equipment and the value thereof, in form and content consistent with the personal property declarations that the Company makes with respect to any personal property located at the Project Site and such other information as the County Assessor may reasonably require to complete the assessment of the Project Site, the Project Improvements and the Project Equipment. The list of equipment comprising the Project shall be consistent with the information provided to the County and the Trustee.

(b) The County Assessor will provide written notice of the assessed valuation of the Project to the County and the Company. Upon receipt of such notice, the County Treasurer will calculate the amount of the PILOT to be paid by the Company pursuant to subsection (c) of this Section and **Section 3.3**. The taxes otherwise due with respect to the Project if the Project were not titled in the County will be calculated as follows:

$$\frac{A.V.}{100} \times T.T.L. = \text{Taxes Otherwise Due}$$

A.V. = assessed valuation of the Project for Test Date year
T.T.L. = total of all *ad valorem* tax levies of all taxing jurisdictions in which the Project is located

(c) The Companies agree that they will make a PILOT to the County on or before December 31 of each year beginning in 2009 in an amount equal to 50% of the amount of real and personal property ad valorem taxes which would have been paid in each year had the Project not been exempt from such

taxes. However, the Companies agree that each PILOT will include the amount required to pay the surcharge on commercial real property (presently, \$0.61 per \$100 of assessed valuation) as if such surcharge were applicable to the real property comprising the Project which will be allocated and distributed to all taxing jurisdictions. In addition, beginning in 2019 and in each year thereafter until such time the County has conveyed its ownership interest in the Project back to the Companies and the Project is on the tax rolls of the County, the Companies agree that they will make a PILOT to the County on or before December 31 of each year beginning in 2019 in an amount equal to 100% of the amount of real and personal property ad valorem taxes which would have been paid in each year had the Project not been exempt from such taxes.

Section 3.3. Increase in Payments In Lieu of Taxes for Failure to Maintain Jobs.

(a) The Companies covenant and agree that they will maintain 224 Existing Jobs and will create and maintain not less than 50 additional New Jobs, for a total of not less than 274 Jobs. The County and the Companies understand and agree that the property tax abatement provided in Section 3.1 above is conditioned upon the Companies' creating and maintaining 50 additional New Jobs for so long as the abatement described herein is in effect.

(b) For each year during which the Companies fail to maintain not less than 50 New Jobs for a total of 274 Jobs in Boone County measured by determining the highest actual number of Jobs during the 90-day period ending on March 31 of each year beginning on March 31, 2009 (each March 31 being a "Test Date"), the percentage used for calculating PILOTS will be increased from 50% in accordance with the following formula:

$$50\% \times \left(1 + \frac{50 - \text{No. of actual New Jobs}}{50} \right) = \text{Revised \%}$$

(c) The Companies shall file with the County annually, commencing on May 10, 2009, and continuing on each May 10 thereafter while this Agreement remains in effect, Annual Compliance Reports in the form attached hereto as Exhibit B. The Company also agrees to provide reasonable access to the Company's payroll records for purposes of verifying the number of New Jobs.

(d) An adjustment in the amount of a PILOT following a Test Date shall apply to the PILOT payment due on or before the next succeeding December 31st during the year of such Test Date.

Section 3.4. No Abatement on Special Assessments. The County and the Companies hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments. The Companies hereby agrees to make a payment to the County on or before each December 31 in an amount equal to 100% of the special assessment ad valorem taxes, if any, which would otherwise be due with respect to the Project if such Project were not exempt from taxation.

Section 3.5. Distribution of PILOT's. Within 30 days of the date of receipt of each PILOT, the County shall distribute each PILOT, after reduction for administrative costs of the County as provided by Section 3.7 below, among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement.

Section 3.6. Obligation of County to Effect Tax Abatement. The County agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in Section 3.1 above, including any filing required with any governmental authorities; provided, however, the County shall not be liable for any failure of any other governmental taxing authority to recognize the exemption

provided herein. The County covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem real property taxes on the Project. In the event such a levy or assessment should occur, the County shall, at the Companies' request, fully cooperate with the Companies in all reasonable ways to prevent and/or remove any such levy or assessment.

Section 3.7. Administration Costs. The Companies agree to make an annual payment of \$1,000 to the County for the County's costs of administering the plan for industrial development with respect to the Project. The Companies' payment for such administrative costs shall be due on or before December 31 of each year beginning in 2009 and continuing until December 31 of the year in which this Agreement expires or is terminated.

Section 3.8. Other Property Taxes In Connection with the Project. The County and the Companies covenant and agree that the property tax abatement provided by this Agreement and the issuance of the Bonds shall only apply to the County's ownership interest in the Project, and only to that portion financed with proceeds of the Bonds. Any property taxes levied against the Companies' interest in the Project by any taxing authority shall be solely the responsibility of the Companies. In the event such a levy or assessment should occur, the County shall, at the Companies' request, fully cooperate with the Companies in all reasonable ways to prevent and/or challenge such levy or assessment.

Section 3.9. No Sales Tax Exemption. The purchase, construction, extension and improvement of the Project shall not be exempt from any sales taxes imposed by any governmental authority by virtue of the County's ownership of the Project, and neither the County nor the Companies shall request any such exemption. Nothing herein shall limit the Companies' right to any exemption of sales taxes not resulting from the County's ownership of title to the Project.

Section 3.10. Credits for Certain Tax Payments. Nothing in this Agreement shall be construed to require the Companies to make duplicate tax payments. The Companies shall receive a credit hereunder to such extent it has made any payment due hereunder to Boone County, Missouri.

Section 3.11. Companies' Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Companies the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action.

Section 3.12. PILOTS Following Cessation of Operations at the Project. If for any reason the Companies cease operations at the Project during the term of this Agreement, the Companies hereby agree to make a payment to the County on or before each December 31 beginning in the year during which such cessation occurs in an amount equal to 100% of the ad valorem taxes which would otherwise be due with respect to the Project if the Project were not exempt from taxation. "Ceases operations" or "cessation of operations" means (i) ceasing all operations by the Companies at the facility where the Project is located, or (ii) failure of the Companies to maintain at least 15 Jobs at the facility where the Project is located for a period of 12 consecutive months.

Section 3.13 All Payments to be made to County Treasurer. All PILOTS, annual payments for administration costs under Section 3.7 and any other payments due hereunder shall be made to the County Treasurer, addressed as follows:

Boone County Treasurer
801 E. Walnut, Room 112
Columbia, MO 65201-7798

ARTICLE IV

COVENANTS OF THE COMPANIES

Section 4.1. Inspection. The Companies agree that the County and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Companies' usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Companies which demonstrate compliance with this Agreement.

Section 4.2. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 4.3. Purchase, Construction, Extension and Improvement. The Project will be purchased, constructed, extended and improved consistent with the description of the Project herein. In the event the Project purchased, constructed, extended and improved is materially inconsistent with the description of the Project contained herein and in the presentation to the County Commission of the County, the County reserves the right to declare an Event of Default in accordance with Section 6.1 hereof.

Section 4.4. Indemnification. The Companies releases the County from, agrees that the County shall not be liable for and agrees to hold the County harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof, unless such loss is the result of the County's gross negligence or willful misconduct. This provision shall survive termination of this Agreement for a period ending on the date that is three years after termination of the Lease.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the County to the Companies pursuant to this Agreement shall belong solely to the Companies, and such benefits shall not be transferred (other than to an affiliate of the Companies), assigned, pledged or in any other manner hypothecated without the express written consent of the County; but nothing herein shall preclude the Companies from assigning or pledging its interest in the Project so long as the Companies continues to occupy the Project and otherwise remains responsible for its undertakings herein.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Companies shall fail to perform any of their obligations hereunder for (i) a period of 60 days (or such longer period as the County and the Companies may agree in writing) following written notice to the Companies from the County of such failure which notice shall include a specific description of the Companies' failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, Companies shall have failed to initiate action to cure such default and shall pursue such action diligently; or

(b) the Companies shall breach any covenant contained herein or any representation of the Companies contained herein shall prove to be materially false or erroneous. ✓

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Companies from the County. Upon such termination, the Companies shall make a PILOT to the County equal to (i) the pro rata amount payable pursuant to Section 3.2 hereof from January 1 through the effective date of termination, plus (ii) 100% of the taxes that would otherwise be due for the remaining portion of the year in which the Event of Default occurs assuming the Project was placed on the tax rolls effective on the date of termination through December 31. ✓

Upon any termination of this Agreement, the Companies agree to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue ad valorem real property taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem real property taxes which are not paid when due shall be subject to penalties imposed by Missouri law on overdue ad valorem real property taxes.

Section 6.4. Failure of the County to Perform its Obligations. In the event the County shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Companies and the County may agree in writing) following written notice to the County from the Companies of such failure which notice shall include a specific description of the County's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the County shall have failed to initiate action to cure such default and shall pursue such action diligently; the Companies may declare that the County is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly the following paragraph and Article VI hereof), shall have a term commencing as of the date of this Agreement and terminating on December 31, 2018 (the "Stated Expiration Date"). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (1) mailed by registered or certified mail, postage prepaid, or (2) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the County: Boone County, Missouri
Boone County Government Center
801 E. Walnut, Room 245
Columbia, Missouri 65201
Attention: Presiding Commissioner

with copies to:

County Treasurer
Boone County Government Center
801 E. Walnut, Room 112
Columbia, MO 65201-7798

County Assessor
Boone County Government Center
801 E. Walnut, Room 143
Columbia, MO 65201-7733

County Counselor
Boone County, Missouri
601 E. Walnut, Ste. 207
Columbia, MO 65201

(b) To the Companies: Analytical Bio-Chemistry Laboratories, Inc.
Lab Facilities Leasing Co., L.L.C.
7200 E. ABC Lane
Columbia, Missouri 65202
Attention: Scott Ward

With a copy to:

Van Matre, Harrison, Volkert, and Hollis, P.C.
1103 East Broadway
Columbia, Missouri 65201

Section 8.2. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.4. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.5. Waiver. The County and the Companies acknowledge and agree that the amounts payable hereunder shall constitute payments due the County under the Lease Agreement executed in connection with the Bonds. The Companies shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Companies in any bankruptcy court.

Section 8.6. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the County and the Companies with respect to the subject matter hereof.

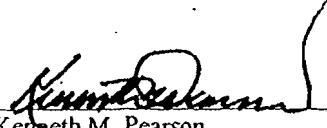
Section 8.7. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.8 Complete Agreement. The Company and the County understand that oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the County from misunderstanding or disappointment, any agreements the Company and the County reach covering such matters are contained in this Performance Agreement and in the Lease, which are the complete and exclusive statements of the agreement between the Company and the County, except as the Company and the County may later agree in writing to modify this Performance Agreement and the Lease.

[Rest of page intentionally left blank.]

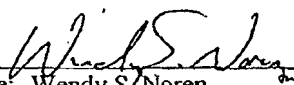
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, all as of the date first above written.

BOONE COUNTY, MISSOURI

By 
Name: Kenneth M. Pearson
Title: Presiding Commissioner

[SEAL]

ATTEST:

By 
Name: Wendy S. Noren
Title: County Clerk

LAB FACILITIES LEASING CO., L.L.C.

By: Byron E. Hill
Name: Byron E. Hill
Title: Manager

**ANALYTICAL BIO-CHEMISTRY LABORATORIES,
INC.**

By: Byron E. Hill
Name: Byron E. Hill
Title: President & CEO

ACKNOWLEDGMENT AND AGREEMENT

The Boone County Assessor acknowledges receipt of this Agreement and agrees to perform the duties imposed on the County Assessor by **Section 3.2** of this Agreement.

BOONE COUNTY, MISSOURI ASSESSOR


By: 
Name: Tom Schauwecker
Title: County Assessor

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

The real property is situated in the County of Boone, State of Missouri, and is described as follows:

A portion of the Northwest Quarter of Section 33, Township 48 North, Range 12, West, being more particularly described as follows:

Starting at the Northwest Corner of Section 33-48-12, thence S 1°05'25"W, along the section line 554.99 feet to a corner of a tract of land described by a survey recorded in Book 3240 page 15; thence continuing along the section line and the line of said tract described by a survey recorded in book 3240 page 15, a distance of 177.66 feet; thence, leaving the section line and continuing along the line of said tract described by a survey recorded in Book 3240, page 15, N 90°00'00"E 531.73 feet to the Point of Beginning.

From the Point of Beginning, thence N 90°00'00"E, along the line of said tract described by a survey recorded in Book 3240 page 15, 738.27 feet; thence, leaving said line, S 5°40'00"E 425.00 feet; thence S 49°38'35"W 105.24 feet; thence S 5°40'00"E 184.50 feet to the Northerly line of a Street Easement recorded in Book 3087, page 4; thence S 84°20'00"W, along said line 648.10 feet; thence leaving said line, N 5°40'00"W 742.29 feet to the beginning.

EXHIBIT B

ANNUAL COMPLIANCE REPORT

Date: _____, 20__

A. COMPANY INFORMATION.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact: _____ Telephone: _____

Title: _____ Fax: _____

B. EMPLOYMENT INFORMATION.

Maximum Number of "Jobs" in the County during the 90-day period ending on March 31, 20__ (the March 31st prior to this Report): _____

Maximum Number of "New Jobs" in the County during the 90-day period ending on March 31, 20__ (Maximum Number of "Jobs" at the Project less 224): _____

Attached is a copy of a report verifying the above calculation containing at a minimum the following information for each Job:

1. Name or Social Security Number.
2. Hire Date.
3. Termination Date.

C. CERTIFICATION.

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Annual Compliance Report contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect in any material respect.

Dated this ___ day of _____, _____.

Signature: _____

Name: _____

Title: _____

(For Recorder's Certification)

ASSIGNMENT OF GROUND LEASE
AND
CHAPTER 100 LEASE AGREEMENT

Grantor: Boone County, Missouri
Boone County Government Center
801 E. Walnut, Room 245
Columbia, Missouri 65201

Grantee: UMB Bank, N.A., as Trustee
2 South Broadway, Suite 435
St. Louis, Missouri 63102-1713
Attention: Corporate Trust Department

Real Property
Legal Description: See Exhibit A on page 4

Dated as of: November 1, 2008

**ASSIGNMENT OF GROUND LEASE
AND
CHAPTER 100 LEASE AGREEMENT**

WITNESSETH:

WHEREAS, by a Ground Lease, dated as of November 1, 2006 (the "Ground Lease"), **THE CURATORS OF THE UNIVERSITY OF MISSOURI**, a political subdivision of the State of Missouri ("Ground Lessor"), leased to **ANALYTICAL BIO-CHEMISTRY LABORATORIES, INC.**, a Missouri corporation ("ABC Labs"), the real property described on **Exhibit A** attached to (the "Project Site"); and

WHEREAS, ABC Labs assigned its interest in the Ground Lease to **LAB FACILITIES LEASING CO., L.L.C.**, a Missouri limited liability company ("LLC"), by an Assignment of Lease, dated as of November 1, 2006; and

WHEREAS, record notice of the Ground Lease, as assigned to LLC, is provided by the Memorandum of Long Term Land Lease, dated January 16, 2007, and recorded January 16, 2007, as Instrument No. 2007001117, in Book 3080 at Page 128; and

WHEREAS, by an Assignment of Ground Lease, dated as of November 1, 2008 (the "Ground Lease Assignment"), LLC sold, assigned, transferred and set over unto the County the leasehold estate in the Project Site created by the Ground Lease and all other right, title and interest of LLC in the Project Site or the Ground Lease; and

WHEREAS, the Ground Lease Assignment was recorded November __, 2008, as Instrument No. _____, in Book ____ at Page ____; and

WHEREAS, ABC Labs, on behalf of itself and LLC, requested that **BOONE COUNTY, MISSOURI**, a first class county and political subdivision (the "County") (i) approve a plan for a project for ABC Labs and LLC consisting of the acquisition, construction and equipping of a pharmaceutical research facility (the "Project"), (ii) issue its industrial development revenue bonds in an aggregate principal amount not to exceed \$15,000,000 to provide funds to pay the costs of the Project, and (iii) lease the Project to the Company, with an option to purchase the Project, for the purpose of financing the costs of the Project; and

WHEREAS, in order to facilitate the financing of the Project by the County, LLC sold, assigned, transferred and set over unto the County the leasehold estate in the Project Site created by the Ground Lease and all other right, title and interest of LLC in the Project Site or the Ground Lease pursuant to an Assignment of Ground Lease, dated as of November 1, 2008 (the "Ground Lease Assignment") recorded November __, 2008, as Instrument No. _____, in Book ____ at Page ____; and

WHEREAS, the County, as lessor, and LLC, as lessee, entered into a Chapter 100 Lease Agreement dated as of November 1, 2008 (the "Lease Agreement"), covering the real property described in **Exhibit A** attached hereto, which Lease Agreement is for the term expiring on December 1, 2018, unless terminated earlier as provided therein; and

WHEREAS, the County has issued its Taxable Industrial Development Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008 (the "Series 2008 Bonds," the Series 2008 Bonds and any Additional Bonds collectively, the "Bonds") payable from the rentals received from

the Project under the Lease Agreement, and such rentals have been pledged for the payment of said Bonds; and

WHEREAS, UMB Bank, N.A., a national banking association, with a corporate trust office located in St. Louis, Missouri (the "Trustee") has been designated as Trustee pursuant to the terms of a Trust Indenture dated as of November 1, 2008 (the "Indenture") by and between the County and the Trustee, and under such Trust Indenture, the Trustee is authorized and empowered to perform the duties of the County and to make disbursements as required thereunder and to perform, insofar as it legally can, all acts otherwise required of the County in connection with the Ground Lease, the Lease Agreement and the Indenture.

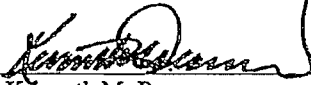
NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the County, by authority of its County Commission, does hereby sell, assign, transfer and set over unto the Trustee all of the right, title and interest of the County, evidencing the County's pledge of the Ground Lease and the Lease Agreement in accordance with the granting clauses of the Indenture. This Assignment shall be and is for the benefit of owners of the Bonds and any mortgagees under the Leasehold Deed of Trust (if any), as defined in the Indenture. This Assignment shall be null and void upon full payment of the Bonds in accordance with the Indenture.

This Assignment of Ground Lease and Chapter 100 Lease Agreement shall inure to the benefit of and may be reassigned by the Trustee to any successor trustee as provided in the Indenture.

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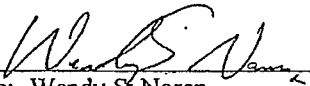
IN WITNESS WHEREOF, the County has cause this Assignment of Ground Lease and Chapter 100 Lease Agreement to be executed by its duly authorized signatories, all as of the date first above written.

BOONE COUNTY, MISSOURI

By 
Name: Kenneth M. Pearson
Title: Presiding Commissioner

[SEAL]

ATTEST:

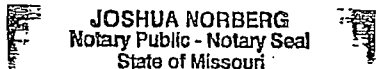
By 
Name: Wendy S. Noren
Title: County Clerk

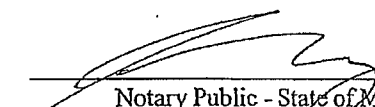
ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 6th day of November, 2008, before me, the undersigned, a Notary Public, personally appeared Kenneth M. Pearson and Wendy S. Noren, who acknowledged themselves to be the Presiding Commissioner and County Clerk, respectively, of **BOONE COUNTY, MISSOURI**, and that as such officers being authorized so to do executed the foregoing instrument for the purposes therein contained by signing their names as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


JOSHUA NORBERG
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires September 18, 2011
Commission # 07267699


Notary Public - State of Missouri
Commissioned in Boone County

[SEAL]

My Commission Expires: September 18, 2011

EXHIBIT A

**PROPERTY SUBJECT TO GROUND LEASE
AND CHAPTER 100 LEASE AGREEMENT**

The Project Site, as described below, all buildings, structures, improvements and fixtures located or to be located on the Project Site, and all machinery, equipment and parts or other personal property installed or acquired or to be acquired for installation in the Project Improvements or elsewhere on the Project Site, made pursuant to Article IV of the Lease Agreement, and paid for in whole or in part from the proceeds of Bonds, as described in the Indenture (either directly or reimbursement of ABC Labs or LLC), and all additions, alterations, modifications and improvements thereof and all replacements thereof and substitutions therefor made pursuant to the Lease Agreement.

PROJECT SITE

The following described real property located in Boone County, Missouri:

A portion of the Northwest Quarter of Section 33, Township 48 North, Range 12, West, being more particularly described as follows:

Starting at the Northwest Corner of Section 33-48-12, thence S 1°05'25"W, along the section line 554.99 feet to a corner of a tract of land described by a survey recorded in Book 3240 page 15; thence continuing along the section line and the line of said tract described by a survey recorded in book 3240 page 15, a distance of 177.66 feet; thence, leaving the section line and continuing along the line of said tract described by a survey recorded in Book 3240, page 15, N 90°00'00"E 531.75 feet to the Point of Beginning.

From the Point of Beginning, thence N 90°00'00"E, along the line of said tract described by a survey recorded in Book 3240 page 15, 738.27 feet; thence, leaving said line, S 5°40'00"E 425.00 feet; thence S 49°38'35"W 105.24 feet; thence S 5°40'00"E 184.50 feet to the Northerly line of a Street Easement recorded in Book 3087, page 4; thence S 84°20'00"W, along said line 648.10 feet; thence leaving said line, N 5°40'00"W 742.29 feet to the beginning.



Recorded in Boone County, Missouri

Date and Time: 11/21/2008 at 03:41:42 PM

Instrument #: 2008025786 Book: 3396 Page: 107

Grantor: BOONE COUNTY MISSOURI

Grantee: LAB FACILITIES LEASING CO LLC

Instrument Type: MEMO
Recording Fee: \$45.00 S
No. of Pages: 8

Bettie Johnson
Bettie Johnson, Recorder of Deeds



(For Recorder's Certification)

MEMORANDUM OF CHAPTER 100 LEASE AGREEMENT

11296920

Grantor: Boone County, Missouri
Boone County Government Center
801 E. Walnut, Room 245
Columbia, Missouri 65201

Grantee: Lab Facilities Leasing Co., L.L.C.
7200 E. ABC Lane
Columbia, Missouri 65202

Real Property
Legal Description: See Exhibit A on page 6

Dated as of: November 1, 2008

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF CHAPTER 100 LEASE AGREEMENT (the "Memorandum") gives notice of, ratifies and confirms a CHAPTER 100 LEASE AGREEMENT dated as of November 1, 2008 (the "Lease"), between BOONE COUNTY, MISSOURI, a first class county and political subdivision organized and existing under the laws of the State of Missouri (the "County"), as lessor, and LAB FACILITIES LEASING CO., L.L.C., a Missouri limited liability company (the "Company"), as lessee;

RECITALS:

1. The County is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to issue revenue bonds to provide funds for the carrying out of a "project" under the Act and to sell, lease or mortgage to private persons, partnerships or corporations the facilities purchased, constructed or extended by the County for warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities which provide interstate commerce, and industrial plants, including the real estate, buildings, fixtures, and machinery.

2. Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation (the "Corporation"), on behalf of itself and the Company, a related entity, requested that the County (i) approve a plan for a project for the Corporation and the Company consisting of the acquisition, construction and equipping of a pharmaceutical research facility (the "Project"), (ii) issue its industrial development revenue bonds in an aggregate principal amount not to exceed \$15,000,000 to provide funds to pay the costs of the Project, and (iii) lease the County's interest in the Project to the Company, with an option to purchase the County's interest in the Project, for the purpose of financing the costs of the Project, all in accordance with and pursuant to the Act.

3. Following notice of the Project given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, the County Commission adopted a resolution and order on February 14, 2008, approving a plan for industrial development with respect to the Project and expressing the intent of the County to issue its industrial development revenue bonds in a principal amount not to exceed \$15,000,000 to pay the costs of the Project.

4. The Project is located on the real property described in Exhibit A (the "Project Site"), which Project Site is owned by The Curators of the University of Missouri (the "Curators") and leased to the Corporation pursuant to a Discovery Ridge Research Park Ground Lease dated as of November 1, 2006, between the Curators and the Corporation (the "Original Ground Lease"), and the Corporation assigned its interest in the Ground Lease to the Company pursuant to an Assignment of Lease dated November 1, 2006 (the "Ground Lease Assignment"), notice of which Original Ground Lease and Ground Lease Assignment are evidenced of record by a Memorandum recorded in Book 3080, Page 128, Records of Boone County, Missouri.

5. The Curators and the Company have entered into a Ground Lessor's Estoppel Certificate and Amendment to Ground Lease (Discovery Ridge Research Park) dated November 1, 2008 amending the Original Ground Lease (the Original Ground Lease as so amended, the "Ground Lease").

6. The Company has assigned a portion of its interest in the Ground Lease to the County pursuant to an Assignment of Ground Lease dated as of November 1, 2008 (the "Ground Lease Assignment").

7. The County Commission of the County adopted a resolution and order on November 6, 2008 (the "Ordinance and Order"), authorizing the issuance of its Taxable Industrial Development Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008, in the maximum principal amount of \$15,000,000 (the "Series 2008 Bonds," the Series 2008 Bonds and any Additional Bonds collectively, the "Bonds"), for the purpose of paying the costs of the Project, and authorizing the County to lease the County's interest in Project to the Company.

8. Pursuant to such Ordinance and Order, the County is authorized to enter into a Trust Indenture of even date herewith (the "Indenture"), with UMB Bank, N.A., St. Louis, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the County will provide for the financing the costs of the Project and will lease the County's interest in the Project to the Company pursuant to this Lease in consideration of rental payments by the Company which will be sufficient to pay the principal of and interest on the Bonds.

9. The Company is subleasing its leasehold interest in the Project to the Corporation pursuant to the terms of that certain Laboratory Lease dated March 1, 2007, as amended and subordinated to the Ground Lease and this Lease by terms of that certain First Amendment and Supplement to Laboratory Lease of even date herewith (as amended, the "Laboratory Lease").

10. The Company is expected to assign a portion of its interests in the Chapter 100 Lease and in the Laboratory Lease to RPL 4780 Discovery Drive LLC ("RPL LLC"), pursuant to an Assignment of Interests dated as of November 13, 2008 (the "RPL Assignment"), and RPL LLC may grant a Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing with respect to RPL LLC's leasehold interest in the Project to Republic Bank of Chicago (the "Financing Party").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the County and the Company do hereby give notice of the Lease and ratify, covenant and agree as follows:

1. **Definitions.** Capitalized words and terms used in this Memorandum shall have the meanings given to such words and terms in Section 101 of the Indenture.

2. **Granting of Leasehold Estate.** Pursuant to Section 3.1 of the Lease, the County rents, leases and lets the Project to the Company, and the Company rents, leases and hires the Project from the County, subject to Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions contained in the Lease.

3. **Lease Term.** The Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of the Lease, shall have a term commencing as of the date of the Lease and terminating on December 1, 2018.

4. **Purchase, Construction, Extension and Improvement of the Project.** The County and the Company agree that the Company as the agent of the County shall, but solely from the Project Fund, purchase, construct and equip the Project pursuant to terms of the Lease.

5. **Basic Rent.** The Company covenants and agrees to pay to the Trustee in same day funds for the account of the County during the Lease Term, for deposit in the Bond Fund on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal

on the Bonds and the interest thereon on such payment date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture or the Bond Purchase Agreement to the contrary, and provided that the Company is the sole holder of the Bonds, the Company may set-off the then-current Basic Rent payment against the City's obligation to the Company as Bondowner under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

6. **Additional Rent.** The Company shall pay as Additional Rent the following amounts as and when the same become due:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the Trustee incurred under the Indenture;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all reasonable costs due to third-parties which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project under the Lease or the Indenture by the County, the Trustee or the Bondowners;

(d) an amount sufficient to reimburse the County for all reasonable costs due to third-parties reasonably incurred by the County hereunder and in connection with a failure of the Company to perform its obligations under the Lease, the Indenture or the Performance Agreement.

(e) all amounts payable under the Performance Agreement.

(f) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of the Lease.

Notwithstanding anything contained herein to the contrary, the County and the Company agree that the Company and/or the Corporation shall make all payments required to be made to the Curators under the Ground Lease (including, but not limited to, the Rent, common area expenses and taxes payable thereunder), and that notwithstanding the Ground Lease Assignment, the County will not be obligated to the Curators with respect to any payment obligations under the Ground Lease.

Section 7. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for under the Lease (subject to the limitations of Section 301(a) of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of the Lease.

At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

Section 8. Option to Purchase the Project. The Company shall have, and is granted under the Lease, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture.

Section 9. Obligation to Purchase the Project. As additional consideration for the Company's use of the Project, the Company agrees to purchase, and the County agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payment due under the Performance Agreement, if any. The amount of the purchase price under this Section shall be \$100 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the County and the Trustee.

Section 10. Company's Assignment of Option and Obligation to Purchase the Project. The Lease provides for an option and an obligation on the part of the Company to purchase the Project.

Section 11. Execution in Counterparts. This Memorandum may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank.]

BOONE COUNTY, MISSOURI

AND

**UMB BANK, N.A.
As Trustee**

TRUST INDENTURE

Dated as of November 1, 2008

Relating to:

**\$15,000,000
(Aggregate Maximum Principal Amount)
Boone County, Missouri
Taxable Industrial Development Revenue Bonds
(Analytical Bio-Chemistry Laboratories, Inc. Project)
Series 2008**

TRUST INDENTURE
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TRUST INDENTURE

THIS TRUST INDENTURE dated as of November 1, 2008, between **BOONE COUNTY, MISSOURI**, a first class county and political subdivision organized and existing under the laws of the State of Missouri (the "County"), and **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as Trustee (the "Trustee");

RECITALS:

1. The County is authorized under Article VI, Section 26(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to issue revenue bonds to provide funds for the carrying out of a "project" under the Act and to sell, lease or mortgage to private persons, partnerships or corporations the facilities purchased, constructed or extended by the County for warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities which provide interstate commerce, and industrial plants, including the real estate, buildings, fixtures, and machinery.

2. Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation (the "Corporation"), on behalf of itself and a related entity, Lab Facilities Leasing Co., L.L.C., a Missouri limited liability company (the "Company"), requested that the County (i) approve a plan for a project for the Corporation and the Company consisting of the acquisition, construction and equipping of a pharmaceutical research facility (the "Project"), (ii) issue its industrial development revenue bonds in an aggregate principal amount not to exceed \$15,000,000 to provide funds to pay the costs of the Project, and (iii) lease the County's interest in the Project to the Company, with an option to purchase the County's interest in the Project, for the purpose of financing the costs of the Project, all in accordance with and pursuant to the Act.

3. Following notice of the Project given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, the County Commission adopted a resolution and order on February 14, 2008, approving a plan for industrial development with respect to the Project and expressing the intent of the County to issue its industrial development revenue bonds in a principal amount not to exceed \$15,000,000 to pay the costs of the Project.

4. The Project is located on the real property described in Exhibit A (the "Project Site"), which Project Site is owned by The Curators of the University of Missouri (the "Curators") and leased to the Corporation pursuant to a Discovery Ridge Research Park Ground Lease dated as of November 1, 2006, between the Curators and the Corporation (the "Original Ground Lease"), and the Corporation assigned its interest in the Original Ground Lease to the Company pursuant to an Assignment of Lease dated November 1, 2006 (the "Ground Lease Assignment"), notice of which Original Ground Lease and Ground Lease Assignment are evidenced of record by a Memorandum recorded in Book 3080, Page 128, Records of Boone County, Missouri.

5. The Curators and the Company have entered into a Ground Lessor's Estoppel Certificate and Amendment to Ground Lease (Discovery Ridge Research Park) dated November 1, 2008 amending the Original Ground Lease (the Original Ground Lease as so amended, the "Ground Lease").

6. The Company has assigned a portion of its interest in the Ground Lease to the County pursuant to an Assignment of Ground Lease dated as of November 1, 2008 (the "Ground Lease Assignment").

7. The County Commission of the County adopted an ordinance and order on November 6, 2008 (the "Ordinance and Order"), authorizing the issuance of its Taxable Industrial Development Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008, in the maximum principal amount of \$15,000,000 (the "Series 2008 Bonds," the Series 2008 Bonds and any Additional Bonds collectively, the "Bonds"), for the purpose of paying the costs of the Project, and authorizing the County to lease the County's interest in Project to the Company.

8. Pursuant to such Ordinance and Order, the County is authorized to enter into this Indenture for the purpose of issuing and securing the Bonds (as hereinafter defined), and to enter into the Chapter 100 Lease Agreement of even date herewith (the "Lease") with the Company, under which the County, as lessor, will provide for the financing or reimbursement of the costs of acquiring, constructing and equipping the Project and will lease the Project to the Company, as lessee, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds.

9. The Company is subleasing its leasehold interest in the Project to the Corporation pursuant to the terms of that certain Laboratory Lease dated March 1, 2007, as amended and subordinated to the Ground Lease and this Lease by terms of that certain First Amendment and Supplement to Laboratory Lease of even date herewith (as amended, the "Laboratory Lease").

10. The Company is expected to assign a portion of its interests in the Chapter 100 Lease and in the Laboratory Lease to RPL 4780 Discovery Drive LLC ("RPL LLC"), pursuant to an Assignment of Interests dated as of November 12, 2008 (the "RPL Assignment"), and RPL LLC may grant a Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing with respect to RPL LLC's leasehold interest in the Project to Republic Bank of Chicago (the "Financing Party").

11. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the County, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

The County, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the County of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer in trust, assign, pledge and grant a security interest to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest in and to the Project together with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining;

(b) All right, title and interest of the County in, to and under the Ground Lease and the Lease (excluding the County's right to receive moneys for its own account and the County's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided therein or herein), and all rents, revenues and receipts derived by the County from the Project including, without limitation, all rentals and other amounts to be received by the County and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the County or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the County pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the County does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

“Additional Bonds” means any additional Bonds issued by the County pursuant to Section 211.

“Additional Rent” means the additional rental described in Section 5.2 of the Lease.

“Affiliate” means the Corporation (or the Company when referring to the Corporation) or any other party that controls the Company, that the Company controls or that is under common control with the Company, whether by contract, ownership of stock or other means.

“Authorized Company Representative” means the person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the County and the Trustee signed on behalf of the Company by an authorized officer. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

“Authorized County Representative” means the Presiding Commissioner, either Associate Commissioner, County Clerk or such other person at the time designated to act on behalf of the County as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the County by its Presiding Commissioner. Such certificate may designate an alternate or alternates each of who shall be entitled to perform all duties of the Authorized County Representative.

“Basic Rent” means the rental described in Section 5.1 of the Lease.

“Bond” or “Bonds” means the Taxable Industrial Development Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008, in the maximum principal amount of \$15,000,000 and any Additional Bonds issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “Boone County, Missouri, Bond Fund – Analytical Bio-Chemistry Laboratories, Inc.” created in Section 601 of this Indenture.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the County and the purchaser identified therein.

“Bondowner” has the same meaning as the term “Owner.”

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

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the County as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to any Project Costs spent by the Company from its own funds before the Closing Date.

“Company” means Lab Facilities Leasing Co., L.L.C., a Missouri limited liability company, and its successors or assigns.

“Completion Date” means the date of execution of the certificate required pursuant to Section 504 hereof.

“Corporation” means Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation, and its successors or assigns.

“County” means Boone County, Missouri, a first class county and political subdivision organized and existing under the laws of the State of Missouri, and its successors and assigns.

“Cumulative Outstanding Principal Amount” means as of any particular time, the aggregate principal amount of advances of portions of the purchase price of the Bonds which then has come due under the Bond Purchase Agreement and has been paid to the Trustee, less the aggregate principal amount of Bonds which have been redeemed as of that time.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in Section 901 hereof and, with respect to the Lease, any Event of Default as described in Section 12.1 of the Lease.

“Financing Document” means any loan agreement, credit agreement, security agreement, deed of trust, participation agreement, lease agreement, sublease, hedging agreement or other document executed by or on behalf of a Financing Party for the Project.

“Financing Party” means Republic Bank of Chicago or any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf.

“Full Insurable Value” means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined in accordance with Section 7.2(a) of the Lease.

“Government Securities” means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Ground Lease Assignment” means the Ground Lease Assignment dated as of November 1, 2008 from the Company, as lessor, to the County, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of Article XII of this Indenture.

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of Article XI hereof.

“Investment Securities” means any of the following securities:

(a) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies set forth in clause (b) below to the extent they are unconditionally guaranteed by the United States of America;

(b) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Association;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, issued by any financial institution organized under the laws of any state of the United States of America or under the laws of the United States of America (including the Trustee), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking.

(e) Shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, whose only assets are obligations described in (a) above, and which shares, at the time of purchase, are rated by Standard & Poor's and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature.

(f) Any other investment approved in writing by the Owner of the Bonds.

"Lease" means the Chapter 100 Lease Agreement dated as of November 1, 2008 between the County, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of Article XII of this Indenture.

"Leasehold Deed of Trust" means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of Section 10.4 of the Lease.

"Lease Term" means the period from the effective date of the Lease until the expiration thereof pursuant to Section 3.2 of the Lease.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the County and the Trustee) incurred in the collection of such gross proceeds.

"Outstanding," when used with reference to Bonds, means, as of a particular date, all Bonds theretofore authenticated and delivered, except:

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

"Payment Date" has the meaning set forth in **Section 208(e)** hereof.

"Performance Agreement" means the Performance Agreement dated as of November 1, 2008 by and among the County, the Company and the Corporation, as amended from time to time.

"Permitted Encumbrances" means, as of any particular time (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture and the Lease, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the County, (d) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the County, and (e) liens or security interests granted pursuant to any Financing Documents.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being on file at the principal office of the Company in Columbia, Missouri, and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day's prior notice by the County, the Trustee and their duly appointed representatives.

"Project" means the project referred to in the recitals of this Indenture, including the Project Site, the Project Improvements and the Project Equipment, and all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may at any time exist.

"Project Costs" means all costs of purchasing, constructing, extending and improving of the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition of the Project Site and any Project Improvements and Project Equipment located thereon at the execution of the Lease and which the Company or the Corporation conveys to the County;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the purchase and construction of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Site and purchasing and installing the Project Equipment, including the actual cost of labor and materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the purchase and construction of the Project;

(d) interest accruing on the Bonds during the construction period of the Project;

(e) the cost of title insurance policies and the cost of any other insurance maintained in accordance with Article VII of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase and construction of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds; (2) purchasing, constructing, extending and improving the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or the Corporation or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

"Project Equipment" means all items of machinery, equipment or other personal property acquired or installed or acquired for installation in the Project Improvements or elsewhere on the Project Site pursuant to Article IV of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in Exhibit C attached hereto and by this reference made a part hereof, and all replacements thereof and substitutions therefor which, pursuant to Section 8.2 of the Lease, constitute part of the Project Equipment.

"Project Fund" means the "Boone County, Missouri, Project Fund -- Analytical Bio-Chemistry Laboratories, Inc." created in Section 501 of this Indenture.

"Project Improvements" means all buildings, structures, improvements and fixtures located on or to be purchased, constructed and otherwise improved on the Project Site pursuant to Article IV of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in Exhibit B attached

hereto and by this reference made a part hereof, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

"Project Site" means all of the real estate upon which the Project Improvements and Project Equipment will be situated, as described in **Exhibit A** attached hereto and by this reference made a part hereof, as the same may be further refined by the substitution of definitive legal descriptions upon completion by the Company of surveys of the Project Site.

"Purchaser" means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

"RPL Assignment" means the Assignment of Interests dated as of November __, 2008, from the Company to RPL LLC, assigning a portion of the Company's interests in the Chapter 100 Lease and in the Laboratory Lease.

"RPL LLC" means to RPL 4780 Discovery Drive LLC, an Illinois limited liability company, and its successors and assigns.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the County and the Trustee pursuant to **Article XI** hereof.

"Supplemental Lease" means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means UMB Bank, N.A., in the City of St. Louis, Missouri, a national banking association duly organized and existing under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "Boone County, Missouri, Taxable Industrial Development Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$15,000,000, except for Additional Bonds issued in compliance with Section 211 hereof.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the County payable solely out of the rents, revenues and receipts derived by the County from the Project and the Lease, and not from any other fund or source of the County, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the County or the State of Missouri, and neither the County nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of Bonds.

(a) The Series 2008 Bonds shall be issuable in the form of one Bond without coupons in the maximum principal denomination of \$15,000,000. The Bonds shall be substantially in the form hereinafter set forth in Exhibit D of this Indenture and the Supplemental Indenture under which any Additional Bonds are issued, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture.

(b) The Series 2008 Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof. Additional Bonds shall be dated as set forth in the applicable Supplemental Indenture.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on Schedule I thereto and the registration books maintained by the Trustee pursuant to Section 206. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original Schedule I thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owners. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of Schedule I via facsimile to the Owner, the Company (if not the Owner) and the County. Absent manifest error, the amounts shown on Schedule I as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) So long as the Company is the sole Owner, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the County by the manual or facsimile signature of its Presiding Commissioner and attested by the manual or facsimile signature of its County Clerk, and shall have the corporate seal of the County affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bonds may be signed by such persons as at the actual time of the execution of such Bonds shall be the proper officers to sign such Bonds although at the date of such Bonds such persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Exhibit D hereof, which shall be manually executed by the Trustee. No Bonds shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the County and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of Exhibit E hereto. Upon any such transfer, the County shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the County shall execute and the Trustee

shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The County or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bonds shall be delivered. Neither the County nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bonds shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Series 2008 Bonds.

(a) There shall be issued and secured by this Indenture a series of Bonds in the aggregate maximum principal amount of \$15,000,000 for the purpose of providing funds to pay the costs of the Project, which Bonds shall be designated "Boone County, Missouri, Taxable Industrial Development Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on December 1, 2018 (subject to prior redemption as hereinafter provided in **Article III**) and shall bear interest as specified in **Section 208(e)** hereof, payable on the dates specified in **Section 208(e)** hereof.

(b) The Trustee is hereby designated as the Paying Agent.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit D** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance and order passed by the County Commission authorizing the issuance of the Bonds and the execution of this Indenture and the Lease;

(2) Original executed counterparts of this Indenture, the Ground Lease Assignment, the Lease and the Bond Purchase Agreement;

(3) A representation letter from the purchaser of the Bonds in the form attached as **Exhibit E** hereto;

(4) A request and authorization to the Trustee on behalf of the County, executed by the Authorized County Representative, to authenticate the Bonds and deliver the same to the

purchaser identified in the Bond Purchase Agreement upon payment to the Trustee, for the account of the County, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding limited and special revenue obligations of the County; and

(6) An opinion of counsel nationally recognized on the subject of municipal bonds stating that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with Section 4.4 of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal or up to the Closing Price.

(e) The Series 2008 Bonds shall bear interest at the rate of 5.00% per annum on the Cumulative Outstanding Principal Amount of the Series 2008 Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2009 (each, a "Payment Date"), and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount of the Series 2008 Bonds shall not exceed \$15,000,000 and further provided that all Bonds shall be paid in full no later than December 1, 2018. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(f) The Trustee shall keep and maintain a record of the amount deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in Exhibit D hereto. The Trustee shall provide a statement of receipts and disbursements with respect thereto to the County and the Company on a monthly basis. After the Project

has been completed and the certificate of payment of all costs is filed as provided in Section 504 hereof, the Trustee, to the extent it has not already done so pursuant to this Section or Section 1012 hereof, shall file a final statement of receipts and disbursements with respect thereto with the County and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the County shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the County and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the County and the Trustee may require the payment of an amount sufficient to reimburse the County and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with the customary practices of the Trustee and applicable retention laws.

Section 211. Additional Bonds.

(a) Additional Bonds may be issued under this Indenture upon compliance with the conditions set forth in this Section for any purpose authorized under the Act.

(b) Before any Additional Bonds are issued under the provisions of this Section, the County Commission shall adopt an ordinance and order (1) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof, and describing the purpose or purposes for which such Additional Bonds are being issued, (2) authorizing the County to enter into a Supplemental Lease and a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Additional Bonds, reserve funds or other credit enhancement which does not secure other Bonds Outstanding, and the form of such series of Additional Bonds, and (3) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the County, are not prejudicial to the owners of the Bonds previously issued.

(c) Additional Bonds shall be titled "Taxable Industrial Development Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project)" with such appropriate series designation added to or incorporated in the title for the Additional Bonds as the County may determine. The Additional Bonds shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of Article III), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, such Additional Bonds may be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2008

Bonds, and any other Additional Bonds issued on a parity with the Series 2008 Bonds, upon compliance with the terms of this Section.

(d) Such Additional Bonds shall be executed in the manner set forth in Section 205 and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(1) a copy, certified as true and correct by the County Clerk, of the ordinance and order adopted by the County Commission authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture and supplements to any other documents as may be necessary;

(2) an original executed counterpart of the Supplemental Indenture, executed by the County and the Trustee, authorizing the issuance of the Additional Bonds, specifying, among other things, the terms thereof, and providing for the disposition of the proceeds of such Additional Bonds;

(3) an original executed counterpart of the Supplemental Lease, executed by the County and the Company;

(4) an original executed counterpart of an amendment to the Performance Agreement, executed by the County and the Company;

(5) a certificate of the County (i) stating that no event of default under this Indenture has occurred and is continuing and that no event has occurred and is continuing which with the lapse of time or giving of notice, or both, would constitute such an event of default, and (ii) stating the purpose or purposes for which such Additional Bonds are being issued;

(6) a request and authorization to the Trustee executed by the County to authenticate the Additional Bonds and deliver the Additional Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the County, of the purchase price thereof, as specified therein (the Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price); and

(7) an Opinion of Bond Counsel to the effect that all requirements for the issuance of the Additional Bonds have been met, the Additional Bonds constitute valid and legally binding obligations of the County.

(e) When the documents specified above have been filed with the Trustee, and when such Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds, as specified in the request and authorization of the County. The proceeds of the sale of such Additional Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in Article V and in the Supplemental Indenture authorizing the issuance of such Additional Bonds.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series 2008 Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the applicable terms and provisions contained in this Article and as may be specified in the Additional Bonds and the Supplemental Indenture authorizing the Additional Bonds.

Section 302. Redemption of Series 2008 Bonds.

(a) The Series 2008 Bonds are subject to redemption and payment at any time prior to the stated maturity thereof, at the option of the County, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Series 2008 Bonds are to be redeemed, Series 2008 Bonds aggregating 10% of the maximum aggregate principal amount of Series 2008 Bonds authorized hereunder shall not be subject to redemption and payment prior to the stated maturity thereof. Any redemption of Series 2008 Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Series 2008 Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to Sections 9.1(f) or 9.2(c) of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Series 2008 Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Series 2008 Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Prior to giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Company may deliver to the Trustee for cancellation any Series 2008 Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Series 2008 Bonds in an amount equal to the principal amount of the Series 2008 Bonds so tendered for cancellation, plus accrued interest.

Section 303. Effect of Call for Redemption. Prior to or on the date fixed for redemption, funds, Government Securities or a combination thereof shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed prior to maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the County shall, at the Company's direction, deliver to the Company the items described in Section 11.2 of the Lease.

Section 304. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 302(a)** hereof, the Company shall deliver written notice to the County and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the sole Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the sole Owner) prior to the scheduled redemption date by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Series 2008 Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit D**. Additional Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be in substantially the form set forth in **Exhibit A**, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Project Fund. There is hereby created and ordered to be established in the custody of the Trustee a special trust fund in the name of the County to be designated the "Boone County, Missouri, Project Fund – Analytical Bio-Chemistry Laboratories, Inc." (herein called the "Project Fund").

Section 502. Deposits Into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 602** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing and constructing the Project shall pursuant to any directions from the person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements From the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company including the Corporation) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the

Project Fund to the Company (or the Corporation or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the County so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the County. The County hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of Section 4.5 of the Lease; provided, however, if all money in the Project Fund is disbursed at closing, the Project will be deemed to be completed as of the closing date without the necessity of providing such a certificate. As soon as practicable any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund and applied as provided in Section 4.6 of the Lease.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to Section 902 hereof, upon the date of payment by the Trustee of any moneys due as hereinafter provided in Article IX, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee with advice to the County and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Creation of the Bond Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the County to be designated the "Boone County, Missouri, Bond Fund - Analytical Bio-Chemistry Laboratories, Inc." (herein called the "Bond Fund").

Section 602. Deposits into the Bond Fund. The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the purchaser of the Bonds; (b) all Basic Rent payable by the Company to the County specified in Section 5.1 of the Lease; (c) any amount in the Project Fund to be transferred to the Bond Fund pursuant to Section 504 hereof upon completion of the Project or pursuant to Section 505 hereof upon acceleration of the Bonds; (d) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to Article IX of the Lease; (e) the amounts to be deposited in the Bond Fund pursuant to Sections 9.1(f) and 9.2(c) of the Lease; (f) all interest and other income derived from investments of Bond Fund moneys as provided in Section 702 hereof; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

The Trustee shall notify the Company in writing, at least 15 days prior to each date on which a payment is due under Section 5.1 of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 603. Application of Moneys in the Bond Fund.

(a) Except as provided in Section 605 and Section 908 hereof or in Section 4.6(a) of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof prior to maturity; provided, however, that any amounts received by the Trustee as Additional Rent under Section 5.2 of the Lease and deposited to the Bond Fund as provided in Section 602 above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the County.

(b) The County hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption, the County covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by Article III hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the reasonable fees, charges and expenses of the Trustee, the County and any Paying Agent as set forth in Section 1002 and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 605. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the County to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the

Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing by the parties.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner prior to the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee may invest in such Investment Securities specified in paragraph (k) of the definition of Investment Securities, provided they mature or are subject to redemption prior to the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to invest cash and to charge its normal cash management fees, which may be deducted from earned income on investments. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to Section 1001(h) hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of Article VI hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The County covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease

promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the County to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The County covenants that it is duly authorized under the Constitution and laws of the State of Missouri to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the County according to the import thereof.

Section 803. Performance of Covenants. The County covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertaking, stipulations and provisions of the County hereunder.

Section 804. Instruments of Further Assurance. The County covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The County covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. [Reserved.]

Section 806. Inspection of Project Books. The County covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The County covenants and agrees that it shall enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the County and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the rights of the County or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The County agrees that the Trustee, as assignee of the rentals and other amounts to be received by the County and paid by the Company under the Lease, or in its name or in the name of the County, may enforce all rights of the County to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the County is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall

be permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (c) Default as specified in Section 12.1 of the Lease shall have occurred.

Anything herein to the contrary notwithstanding, no default specified above shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the County, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Company and the Company shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default. If an Event of Default has occurred and is continuing, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the County and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing, the County, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the County pertaining thereto, and including the rights and the position of the County under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the County, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges prior to the lien of this Indenture, and (d) all expenses of such repairs and improvements. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of Section 908 hereof. Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender

possession of the Trust Estate to the County, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the County and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the County or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing, and if requested to do so by (1) the County (in the case of an Event of Default arising out of **Section 12.1(c), (d)** or (e) of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the County or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in subsection (h) of **Section 1001** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in subsection (l) of **Section 1001**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this

Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the County to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including Section 1001(I) hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, the Owners shall not have the right to control or direct any remedies hereunder in the Event of Default pursuant to Section 12.1(c), (d) or (e) of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) Notwithstanding anything herein to the contrary, all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article and any other moneys held as a part of the Trust Estate shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or amounts to be paid pursuant to Section 1002 hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other

installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the County and the Paying Agent and any other amounts required to be paid under this Indenture and the Lease have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 605** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the County, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and shall do so upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the County an Event of Default hereunder arising from an Event of Default under **Section 12.1** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the County (including attorneys fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the County, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations

hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to Section 1001(l) below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person would exercise, use or rely upon under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act upon any written opinion of counsel, who may be counsel to the County or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such written opinion of counsel addressed to the County and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the County of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VII hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the County or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the County or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this

Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized County Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the County to cause to be made any of the payments to the Trustee required to be made in Article VI hereof, unless the Trustee is specifically notified in writing of such default by the County or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the Project, and all books, papers and records of the County pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the County to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses (including, without limitation, attorney's fees and expenses) to which it may be put and to protect it against all

liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee may inform the Owner of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder (which compensation shall not be limited by any provision of law in regard to compensation of a trustee of an express trust) and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of Section 5.2 of the Lease, the Company has agreed to pay to the Trustee all fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the County shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. The Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by subsection (h) of Section 1001 hereof required to take notice or if notice of default is given as in said subsection (h) provided, then, in the event such default shall become an Event of Default, the Trustee shall give written notice thereof within 30 days to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by Section 206 to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the County is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of Section 1001(i) hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate

trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the County, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the County.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the County and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the County and the Owners and signed by the Company.

Section 1008. Appointment of Successor Trustee. If the Trustee resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the County may be appointed by the Company (so long as no Event of Default has occurred and is continuing); or (b) reasonably acceptable to the County and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the County, by an instrument executed and signed by its Mayor and attested by its County Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the County shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$100,000,000 and has a principal office in Missouri. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the County and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the County, and upon approval by the County of the records and accounts of the predecessor Trustee, a release of the predecessor Trustee by the County, and payment of the fees and expenses of the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the County be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the County.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate may be Vested in Co-trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State of Missouri) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either on default or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand; cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the County be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the County.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the County, the Company and to any Owner requesting the same and, upon the request of the Company or the Owner, a semi annual accounting to the Company and the Owner, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The County and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners;

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify the Project or the Project Site or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the County and the Company;

(g) to authorize the issuance of any series of Additional Bonds and make such other provisions as provided in Section 211; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by Section 1101 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the County and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the County for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the County shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by Section 206 hereof. Such notice shall briefly set forth the nature of the proposed

Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the County following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the County from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the County shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the County stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the County. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The County and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the County and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners.

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in Section 1201 hereof, neither the County nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the County or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in Section 1102 hereof. If at any time the County and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in Section 1102 hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the County following the mailing of such notice, the Owners of not less than 50% in aggregate principal

amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the County from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the County and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the County stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease, including the reasonable fees and expenses of the Trustee and the County to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the County or the Company execute, acknowledge and deliver to the County such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the County any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 606** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The County is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds or coupons then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed prior to their respective stated maturities, proper notice of such redemption shall have been given in accordance with Article III of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgements within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the County maintained by the Trustee pursuant to Section 206 hereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the County, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service or sent by facsimile with receipt confirmed by telephone:

(a) To the County: Boone County, Missouri
Boone County Government Center
801 E. Walnut, Room 245
Columbia, Missouri 65201
Attention: Presiding Commissioner
Facsimile: (573) 886-4369

with copies to:

County Treasurer
Boone County Government Center
801 E. Walnut, Room 112
Columbia, MO 65201-7798
Facsimile: (573) 886-4369

County Counselor
Boone County, Missouri
601 E. Walnut, Ste. 207
Columbia, MO 65201
Facsimile: (573) 886-4413

(b) To the Company: Lab Facilities Leasing Co., L.L.C.
7200 E. ABC Lane
Columbia, Missouri 65202
Attention: Scott Ward
Facsimile: (573) 443-9033

With a copy to:

Van Matre, Harrison, Volkert and Hollis, P.C.
1103 East Broadway, Suite 101
P.O. Box 1017
Columbia, Missouri 65201
Facsimile: (573) 875-0017

(c) To the Trustee: UMB Bank, N.A.
2 South Broadway, Suite 435
St. Louis, Missouri 63102-1713
Attention: Corporate Trust Department
Facsimile: (314) 612-8499

(d) To the Owners if the same is duly mailed by first class mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by Section 206 hereof to be kept at the principal corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided, however, that notice to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given upon confirmation of receipt by telephone. All notices given by facsimile shall be deemed fully given as of the date when receipted. A duplicate copy of each notice, certificate or other communication given hereunder by either the County or the Trustee to the other shall also be given to the Company. The County, the

Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

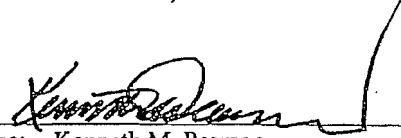
Section 1406. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1407. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

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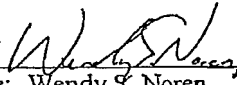
IN WITNESS WHEREOF, the County has caused this Indenture to be signed in its name and behalf by its Presiding Commissioner and the seal of the County to be hereunto affixed and attested by the County Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by its duly authorized officer, all as of the date first above written.

BOONE COUNTY, MISSOURI

By 
Name: Kenneth M. Pearson
Title: Presiding Commissioner

[SEAL]

ATTEST:

By 
Name: Wendy S. Noren
Title: County Clerk

UMB BANK, N.A.,
as Trustee

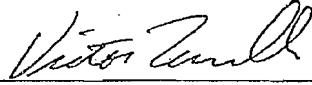
By 
Name: Victor Zarrilli
Title: Sr. Vice President

EXHIBIT A
PROJECT SITE

The following described real-property located in Boone County, Missouri:

A portion of the Northwest Quarter of Section 33, Township 48 North, Range 12, West, being more particularly described as follows:

Starting at the Northwest Corner of Section 33-48-12, thence S 1°05'25"W, along the section line 554.99 feet to a corner of a tract of land described by a survey recorded in Book 3240 page 15; thence continuing along the section line and the line of said tract described by a survey recorded in book 3240 page 15, a distance of 177.66 feet; thence, leaving the section line and continuing along the line of said tract described by a survey recorded in Book 3240, page 15, N 90°00'00"E 531.75 feet to the Point of Beginning.

From the Point of Beginning, thence N 90°00'00"E, along the line of said tract described by a survey recorded in Book 3240 page 15, 738.27 feet; thence, leaving said line, S 5°40'00"E 425.00 feet; thence S 49°38'35"W 105.24 feet; thence S 5°40'00"E 184.50 feet to the Northerly line of a Street Easement recorded in Book 3087, page 4; thence S 84°20'00"W, along said line 648.10 feet; thence leaving said line, N 5°40'00"W 742.29 feet to the beginning.

EXHIBIT B

PROJECT IMPROVEMENTS

All buildings, structures, improvements and fixtures located or to be located on the Project Site pursuant to Article IV hereof and paid for in whole or in part from the proceeds of Series 2008 Bonds (either directly or by reimbursement of the Company) and all additions, alterations, modifications and improvements thereof made pursuant to this Lease.

EXHIBIT C

PROJECT EQUIPMENT

All items of machinery, equipment and parts or other personal property installed or acquired or to be acquired for installation in the Project Improvements or elsewhere on the Project Site pursuant to Article IV hereof paid for in whole or in part from the proceeds of Series 2008 Bonds (either directly or by reimbursement to the Company) and all replacements thereof and substitutions therefor made pursuant to this Lease.

EXHIBIT D

FORM OF BONDS

*THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.*

No. 1

Not to Exceed
\$15,000,000

UNITED STATES OF AMERICA
STATE OF MISSOURI

BOONE COUNTY, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(ANALYTICAL BIO-CHEMISTRY LABORATORIES, INC. PROJECT)
SERIES 2008

Interest Rate

5.00%

Maturity Date

December 1, 2018

Dated Date

December ____, 2008

OWNER:

MAXIMUM PRINCIPAL AMOUNT:

BOONE COUNTY, MISSOURI, a first class county and political subdivision organized and existing under the laws of the State of Missouri (the "County"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on Schedule I hereto held by the Trustee as provided in the hereinafter referred to Indenture. The County agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the County kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1 commencing on December 1, 2009, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term "Cumulative Outstanding Principal Amount" means all Bonds outstanding under the terms of the hereinafter defined Indenture, as reflected on Schedule I hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the County designated "Boone County, Missouri, Taxable Industrial Development Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project), Series 2008," in the maximum aggregate principal amount of \$15,000,000 (the "Bonds"), to be issued for the purpose of providing funds to pay the cost of purchasing, constructing, extending, improving and remodeling of an industrial facility to be used as a warehouse distribution center (the "Project"), which Project will be leased to Lab Facilities Leasing Co., L.L.C., a Missouri limited liability company (the "Company"), under the terms of a Chapter 100 Lease Agreement dated as of November 1, 2008 (said Chapter 100 Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the County and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and Constitution and statutes of the State of Missouri, including particularly Article VI, Section 26(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), and pursuant to proceedings duly had by the governing body of the County.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture, dated as of November 1, 2008 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the County and UMB Bank, N.A., Kansas County, Missouri, as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Subject to the terms and conditions set forth therein, the Indenture permits the County to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the County, the Trustee and the owners of the Bonds, and the terms upon which the Bonds are issued and secured.

THE BONDS shall be subject to redemption and payment at any time prior to the stated maturity thereof, at the option of the County, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating 10% of the maximum principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment prior to the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to Sections 9.1(f) or 9.2(c) of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Prior to giving notice of redemption to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Company shall deliver written notice to the County and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver

written notice to the Owner of this Bond at least 30 days (five days if the Company or the Purchaser is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including interest thereon, are special obligations of the County and are payable solely out of the rents, revenues and receipts derived by the County from the Project and the Lease and not from any other fund or source of the County, and is secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the County under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the County or the State of Missouri, and neither the County nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the County and deposited in a special account created by the County and designated the "Boone County, Missouri, Taxable Industrial Revenue Bond Fund -- Analytical Bio-Chemistry Laboratories, Inc."

THE OWNER of this Bond shall have no right to enforce the provision of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

SUBJECT TO the requirements for transfer set forth in the Indenture, this Bond is transferable, as provided in the Indenture, only upon the books of the County kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in person or by such person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The County, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one Bond without coupons in the maximum principal denomination of \$15,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, Boone County, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Presiding Commissioner, attested by the manual or facsimile signature of its County Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

BOONE COUNTY, MISSOURI

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

By: _____
Presiding Commissioner

Registration Date: _____

UMB BANK, N.A. , as Trustee

ATTEST: _____ (Seal)

By _____
Authorized Signatory

County Clerk

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept by the Trustee
for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name as it appears upon the
face of the within Bond in every particular.

Signature Guaranteed By:

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

By _____
Title: _____

EXHIBIT E

FORM OF REPRESENTATION LETTER

Boone County, Missouri
Boone County Government Center
801 E. Walnut, Room 245
Columbia, Missouri 65201
Attention: County Commission

UMB Bank, N.A.
2 South Broadway, Suite 435
St. Louis, Missouri 63102-1713
Attention: Corporate Trust Department

Re: \$15,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008 of Boone County, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds ("Purchaser") hereby represents, warrants and agrees as follows:

1. Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of November 1, 2008 (the "Indenture"), between Boone County, Missouri (the "County") and UMB Bank, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Lab Facilities Leasing Co., L.L.C. (the "Company"), under a Chapter 100 Lease Agreement dated as of November 1, 2008 (the "Lease"), between the County and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the County to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

3. Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the County, the Company, the Trustee and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

4. The Company has (a) furnished to Purchaser such information about itself as Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the County and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

5. Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds. Purchaser believes that the Bonds being acquired are a security of the type that Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

6. Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to Article VII of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

7. Purchaser understands and agrees that the interest on the Bonds is subject to federal and state income taxation.

8. Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to Section 204(c) of the Indenture.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

PURCHASER'S RECEIPT AND REPRESENTATION LETTER

November 1, 2008

Boone County, Missouri
Boone County Government Center
801 E. Walnut, Room 245
Columbia, Missouri 65201
Attention: County Commission

UMB Bank, N.A.
2 South Broadway, Suite 435
St. Louis, Missouri 63102-1713
Attention: Corporate Trust Department

Re: \$15,000,000 Aggregate Maximum Principal Amount of Boone County, Missouri Taxable Industrial Development Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project)

Ladies and Gentlemen:

In connection with the purchase of the above Bonds including any securities underlying the same (the "Bond"), which Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation (the "Purchaser"), intends to consummate today from Boone County, Missouri (the "County"), Purchaser hereby represents, warrants and agrees as follows:

1. Purchaser, on the date hereof, received from the County one registered bond No. 1 designated Industrial Development Revenue Bond (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008, in the aggregate maximum principal amount of \$15,000,000, becoming due on December 1, 2018, or when called, and bearing interest at the rate set forth therein from its date of authentication until its principal amount is paid in full.
2. Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of November 1, 2008 (the "Indenture"), between Boone County, Missouri (the "County") and UMB Bank, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Lab Facilities Leasing Co., L.L.C. (the "Company"), under a Chapter 100 Lease Agreement dated as of November 1, 2008 (the "Lease"), between the County and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the County to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.
3. Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the County, the Company, the Trustee and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

5. The Company has (a) furnished to Purchaser such information about itself as Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the County and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds. Purchaser believes that the Bonds being acquired are a security of the type that Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

7. Purchaser acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to it prior to or on the date of the delivery of and payment for the Bonds, and that the County has in all respects complied with and satisfied all of its obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

8. Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to Article VII of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. Purchaser understands and agrees that the interest on the Bonds is subject to federal and state income taxation.

10. Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to Section 204(c) of the Indenture.

11. Purchaser has been furnished with copies of the Indenture and the Chapter 100 Lease Agreement and the legal approving opinion of Bond Counsel.

Very truly yours,

ANALYTICAL BIO-CHEMISTRY LABORATORIES,
INC.

By: 

Name: Byron E. Hill

Title: President & CEO

EXHIBIT B
EXCEPTIONS

None

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

30th

day of

June

20 15

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

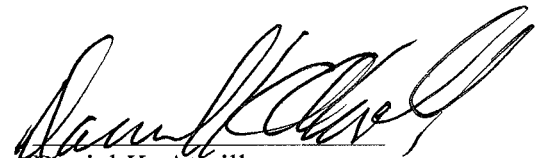
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for Community Services to increase the budget for contracts with organizations whose proposals will be funded.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2130	71106	Community/Health Medical	Contracted Services		1,000,000

Done this 30th day of June, 2015.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Fund Statement - Community Health/Medical Fund 213 (Nonmajor)

	2013 Actual	2014 Budget	2014 Estimated	2015 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	2,500	5,750	14,875	15,000
Hospital Lease	508,600	517,700	516,127	523,800
Other	-	-	-	-
Total Revenues	511,100	523,450	531,002	538,800
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	-	-	-	-
Fund Balance Used for Operations	-	-	-	501,380
TOTAL FINANCIAL SOURCES	\$ 511,100	523,450	531,002	1,040,180
FINANCIAL USES:				
Expenditures				
Personal Services	\$ -	37,011	30,850	40,180
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	-	-	-	1,000,000
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
Total Expenditures	-	37,011	30,850	1,040,180
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	-
TOTAL FINANCIAL USES	\$ -	37,011	30,850	1,040,180
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 2,016,167	2,527,267	2,527,267	3,027,419
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	511,100	486,439	500,152	(501,380)
FUND BALANCE (GAAP), end of year	2,527,267	3,013,706	3,027,419	2,526,039
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	-	-	-	-
NET FUND BALANCE, end of year	\$ 2,527,267	3,013,706	3,027,419	2,526,039
Net Fund Balance as a percent of expenditures	#DIV/0!	8142.73%	9813.35%	242.85%

GENLSCR BOONE GENERAL LEDGER INQUIRY MAIN SCREEN .6/04/15 15:34:26
 Year 2015 Opening Balance 3,027,419.28
 Fund 213 CMNTY HEALTH/MED (HSPTL LEASE) Actual YTD Credits
 Acct 2913 BEG FUND BAL (UNRESERVED) Actual YTD Debits
 Account Type Q EQUITY
 Normal Balance C CREDIT Current Balance 3,027,419.28

Period	Debits	Credits	Current Balance
January			3,027,419.28
February			3,027,419.28
March			3,027,419.28
April			3,027,419.28
May			3,027,419.28
June			3,027,419.28
July			
August			
September			
October			
November			
December			
Post Closing			

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 30th day of June 20 15

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for Family Court Services to increase revenue and expenditures for the Domestic Relations Resolution Fund – Contact for Kids: A Safe Way Grant for the period 7/1/15 – 12/31/15.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Judicial Grants	State Reimbursement Grant		7,500
1243	71101	Judicial Grants	Professional Services		7,500

Done this 30th day of June, 2015.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

RECEIVED

JUN 15 2015

BOONE COUNTY AUDITOR

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

6/4/15

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	5	1	Judicial Grants	State Reimb. - Grant		\$7,500.00
1	2	4	3	7	1	1	0	1	Judicial Grants	Professional Services		\$7,500.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for the Domestic Relations Resolution Fund-Contact for Kids: A Safe Way Grant. This is for 7/1/15 – 12/31/15 expenditures and revenue. The total amount awarded is \$15,000.00.**

Mary Egan

 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments: *FY15 DRRF Grant*

Agenda

[Signature]

 Auditor's Office

[Signature]

 PRESIDING COMMISSIONER

[Signature]

 DISTRICT I COMMISSIONER

[Signature]

 DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

1243 Judicial Grants & Contracts
 Domestic Relations Resolution Fund-Contact for Kids
 Calculations for Budget Amendment
 July 1, 2015 - December 31, 2015

	71101- Professional Services	Total
July - December 2015	<u>\$ 7,500.00</u>	<u>\$ 7,500.00</u>
2015 Budget Amendment Expenditure Amounts:	\$ 7,500.00	\$ 7,500.00
2015 Budget Amendment Revenue Amounts:	\$ 7,500.00	\$ 7,500.00

Grant Award:	
July - December 2015	\$7,500.00
Jan. - June 2016	<u>\$7,500.00</u>
Total Grant Award:	<u><u>\$15,000.00</u></u>



SUPREME COURT OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

KATHY S. LLOYD
STATE COURTS
ADMINISTRATOR

2112 Industrial Drive
P.O. Box 104480
Jefferson City, Missouri
65110

PHONE (573) 751-4377
FAX (573) 522-6152

May 26, 2015

The Honorable Leslie Schneider
Thirteenth Judicial Circuit – Juvenile Division
705 East Walnut
Columbia, MO 65201

Dear Judge Schneider:

I am pleased to inform you that the Family Court Committee has approved funding through the Domestic Relations Resolution Fund for continuation of your **Contact for Kids – A Safe Way Program**. The amount awarded for your program is **\$15,000.00**. The funding year will be July 1, 2015 through June 30, 2016.

The Office of State Courts Administrator (OSCA) will be monitoring the expenditure of funds. If it appears you are not spending the awarded funds as proposed, the award may be reduced and made available to another court. However, if you are spending and find that you are in need of additional funds as the year ends, you may submit a request at any time prior to May 1, 2016. Included with this letter is an award data sheet outlining the terms of the award. Please review the terms to insure that you understand any restrictions concerning your award.

Included in your packet of forms is an electronic copy of a Certification of Compliance form. This form **must** be used for reimbursement of program or project expenses. Please remember all invoices must first be paid by the county and then submitted to OSCA for reimbursement to the county. Reimbursement is for funds expended between July 1, 2015 and June 30, 2016 only.

The program or project contact person(s) will receive an email from Samantha Suthoff with an electronic copy of a Quarterly Report. The form must be completed and returned **within 30 business days of the close of each quarter (October 30, January 29, April 29)**. Instructions for completing the form will be included. A Final Report with evaluation results will be due **within 30 days of the conclusion of the project (July 29)**, the fourth quarter's conclusion.

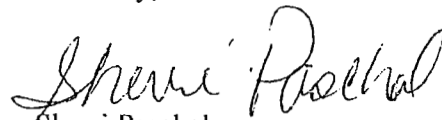
The following OSCA staff has been designated to assist you and your court staff with any additional information you may need related to this program:

The Honorable Leslie Schneider
May 26, 2015
Page 2

- Samantha Suthoff Program Administration/Quarterly & Final Report Forms
- Shelly Peters Fiscal Matters (invoicing/reimbursement)
- Russell Rottmann Contractual Matters

Congratulations on your award. Please feel free to contact Samantha at 573-522-6265 if we can assist you in any way with your program or project.

Sincerely,

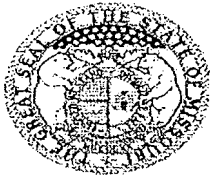


Sherri Paschal
Director, Court Business Services Division

Attachment: Award Data sheet

cc: Courtney Pulley
 Russell Rottmann

SP:SS



State of Missouri
Office of State Courts Administrator
Administrative Services Division

Issue Date	May 28, 2015	Award Amount \$15,000.00
Contract Period	7/1/2015 - 6/30/2016	

Domestic Relations Resolution Fund Award

The Family Court Committee of the Supreme Court of Missouri, through the Office of State Courts Administrator is awarding funding to Missouri Circuit Courts for the creation and implementation of domestic relations programs.

Contract Number	<input checked="" type="checkbox"/> Original Contract
OSCA 16-002-05	<input type="checkbox"/> Contract Amendment

Court/Recipient Information:	Project Director:	OSCA Program Contact
The Honorable Christine Carpenter Presiding Judge Thirteenth Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Courtney Pulley Supervisor - Boone County Juvenile Office Thirteenth Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Samantha Suthoff 573-522-6265
		OSCA Fiscal Contact
		Shelly Peters 573-522-2751

Special Conditions of this award are attached. There are no special conditions of this award. Original RFP requirements only.

Funding for the Supervised Access and Exchange Program, "Contact for Kids: A Safe Way".

Requested Funding: \$15,000.00 Approved Funding: \$15,000.00

Please Sign, Date and Return by Mail to:

Office of State Courts Administrator
Attn: Contracts Unit
P.O. Box 104480
Jefferson City, MO 65110 - 4480

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature <i>Mary Eppins</i>		OSCA Signature <i>Earl Kraus</i>	
Printed Name Mary Eppins	Date 6/3/15	Printed Name Earl Kraus	
Presiding Judge Signature <i>Christine Carpenter</i>		Title Deputy State Courts Administrator	
Printed Name CHRISTINE CARPENTER	Date 6-3-15	Date 5/28/2015	

Dear Judge Carpenter ,

The Office of State Courts Administrator is pleased to announce the award of \$15,000 to support the Supervised Access and Exchange Program, "Contact for Kids: A Safe Way" during fiscal year 2016.

A copy of all documents are enclosed for your review. The contract award form should be signed and returned to our office for inclusion in the contract file. If you have any questions or concerns regarding the documents please feel free to contact us. The Certificate of Compliance form will be sent in July.

Kindest regards,

Russell

Russell Rottmann
Contracts Principle Management Analyst
Administrative Services Division
Office of State Courts Administrator
573-522-6766
russell.rottmanncourts.mo.gov



OSCA 16-002-05 - Boone County award form.pdfOSCA 16-002-05 - Boone County signed proposal.pdf



13th Award Data Contact for Kids.pdf13th Award Letter Contact for Kids.pdf



**STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL**

RFP NO. OSCA 16-002
TITLE: Domestic Relations Programs for Parents and Children
ISSUE DATE: January 5, 2015

CONTACT: Russell Rottmann
PHONE NO.: (573) 522-6766
E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSAL NO LATER THAN: 4:00 PM, February 25, 2015

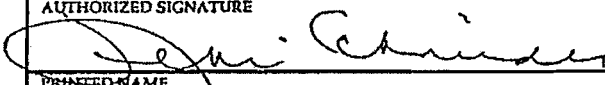
RETURN PROPOSAL TO:

(U.S. Mail)
Office of State Courts Administrator
P.O. Box 104480
Jefferson City, Mo 65110 - 4480


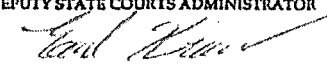
(Courier Service)
Office of State Courts Administrator
2112 Industrial Dr.
Jefferson City, Mo 65109

CONTRACT PERIOD: July 1, 2015, THROUGH June 30, 2016

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE 		DATE 2/23/15
PRINTED NAME Honorable Leslie Schneider		TITLE Family Court Administrative Judge
CIRCUIT/COUNTY 13 th Judicial Circuit Court- Boone County		
MAILING ADDRESS 705 East Walnut Street		
CITY, STATE, ZIP Columbia, Missouri 65201		
CONTACT PERSON Courtney Pulley		TITLE Supervisor- Boone County Juvenile Office
PHONE NO. 573-886-4200	FAX NO. 573-886-4030	E-MAIL ADDRESS courtney.pulley@courts.mo.gov

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: SUPERVISED ACCESS & EXCHANGE REQUESTED: \$15,000. ⁰⁰ AWARDED: \$15,000. ⁰⁰		
CONTRACT NO. OSCA 16-002-05	CONTRACT PERIOD July 1, 2015 through June 30, 2016	
CONTRACT SECTION 	DATE 5/26/15	DEPUTY STATE COURTS ADMINISTRATOR 

**Domestic Relations Program for Parents and Children
Request for Proposal
Supervised Access and Exchange Program, "Contact for Kids: A Safe Way"
Budget Spending Plan & Narrative**

2.1 Continuation of Approved Program:

For fiscal year 2015, the 13th Judicial Circuit, Family Court requested \$15,000 in funding to continue our Supervised Visitation program. The Court received \$10,000 and has continued to provide supervised exchange services through a contract with Great Circle. Due to the reduced amount of grant funds awarded, the Court began requiring the non-custodial parent to pay a per diem based off his/her income. It should also be noted that the Court can find a person indigent and not require the parent to pay a co-pay.

During the current grant cycle from July 1 through February 10, 20 families have been referred to the program as a result of their involvement in domestic relations cases. Of those 20 cases, 9 cases have received supervised visitation program services. Four additional cases that were referred during the previous grant cycle continued to receive supervised visitation services during the current grant period as they had not exceeded the maximum of twelve hours allotted. This brings the total number of families who have received supervised visitation services to 13. Of the 13 families who received services, 6 of the families have used all 12 hours of the supervised visitation. 3 families have received 10 hours of services, 1 family utilized 8 hours, and 3 families have used between 3 hours and 7 hours. It is anticipated that 5 of the families who have received supervised visits under the maximum allotment of 12 hours, will fulfill the maximum allotment during the third and fourth quarter of the grant year. The Court also anticipates that at least an additional 11 families referred to the program this grant cycle will begin receiving supervised visitation services during the third and fourth quarter.

The 13th Circuit's Family Court supervised visitation and exchange program was established approximately 5 years ago. During the previous grant year, 20 families were served and 196.25 direct hours of supervised visitation services were provided. So far during the 1st and 2nd quarter of the 2014-2015 grant reporting year, 13 families have been served with a total of 101 direct services hours provided. This is in line with the amount of supervised visitation hours provided during the 2013-2014 cycle and is also well above the number of hours provided during the 2012-2013 grant reporting period. We are also on pace to provide services to at least 24 families, but are likely to serve 26.

As noted above, for fiscal year 2014-2015 we requested \$15,000 but were only awarded \$10,000. We informed attorneys and Children's Division caseworkers that cases being referred should be thoroughly screened due to the lower amount in funds. Through December 2014, \$4,937 has been billed for supervised visitation, which is approximately half of the \$10,000 allocation. Of the 13 families who participated in the program during the current fiscal year, 6 parents' fees were waived based on the Court's finding the

parent had no financial means to pay; the remaining 7 families paid co-pays anywhere from \$8.00 to \$39.00 per hour.

The number of families served has continued to grow since 2012-2013 fiscal year. In 2013-2014, 20 families were served. Currently the Court has served 13 families with 101 direct service hours. It is anticipated that if the average number of families served and hours provided for the first and second quarter are continued, that would equate to a total of 26 families served for the current fiscal year and a total of 202 direct service hours.

Quarter	Families Served	Hours
1	5	44.5
2	8	56.5
3*	6.5	50.5
4*	6.5	50.5
Total	26	202

*Estimates

If current trends persist, the Court may seek additional funding for the current grant year. If we are not awarded additional funds, visits would need to cease once we exhausted the \$10,000 until the new grant year started. During the previous grant reporting period all allotted funds were used.

Budget Spending Plan

Should our Court be awarded the full amount of \$15,000, we are confident referrals will continue to be made and believe those referrals made are more likely to follow through due to the referring attorneys now having a better understanding of the referral process and paperwork needed. We also will continue the practice that if a party falls below poverty level, the Court may waive an hourly per diem being paid by the non-custodial party.

The following chart shows the expected budget spending plan for FY15, based on predictions of families served to date. This budget plan includes continuing to contract with Great Circle to provide the supervision by a licensed therapist at \$58.00 per hour.

# of Families Predicted to be Served	# of Available Visitation hours per family	Cost per Visitation Hour	Total Funds needed to provide services	Requested funds through DRRF	Additional Funds needed outside of Grant to cover expenditures
26	12	\$58	\$18,096.00	\$15,000.00	\$3,096.00

As mentioned above, the total number of families projected to be served during this grant reporting period is 26 based on the number of families referred so far for the first and second quarter. Currently reimbursement per hour for the therapist to provide supervised visits is \$58 per hour. If each family receives 12 hours of supervised visitation services

and qualified for having no co-pay due to income levels, the maximum amount needed would be \$18,096. Currently \$4,937.00 has been spent to provide supervised visitation services. Based on the number of families we anticipate serving in the last two quarters, we project that a minimum of \$9,874 will be spent during this period, however the number of families who will have a co-pay and the amount of the co-pay are difficult to forecast. The number of referrals and families participating have continued to remain at a much higher level as in the previous year, demonstrating continued demand for and use of the program over the past year. We would be requesting \$15,000 in order to support this.

In an effort to continue assuming some of the responsibilities of the cost of this program, the Court will continue to work with Great Circle in having the non-custodial parent pay an hourly per diem based on their income level. For those non-custodial parents who fall below poverty level, the Court would continue to be allowed to waive a per diem fee, therefore allowing the grant to pay the full hourly rate. It should be noted that during the first and second quarter of fiscal year 2014-2015, \$921 have been defrayed in costs due to collection of co-pays by the non-custodial parents. We have increasingly been stringent on collecting co-pays to ensure maximum use of the funds provided for families.

Our Court, in collaboration with Great Circle, previously developed a sliding scale worksheet to determine the hourly rate the non-custodial parent would be required to pay. This scale continues to provide for the fee to be waived if the parent's income is below poverty guidelines as provided by the U.S. Department of Health and Human Services. For families who would be required to pay an hourly per diem, the family will continue to sign an agreement to pay a pre-determined amount before each supervised visitation and should they not be able to pay their amount, the visitation would not occur. It will continue to be up to the contract agency to collect the amount due from the family based on the sliding scale fee and the Court will agree to pay the contract agency the remaining balance of the \$58.00 per hour through contractual services through the DRRF grant. Based on the previous seven months of following this policy, it is estimated that several families will be able to pay some per diem for visits, but there will continue to be a need to waive the co-pay as 6 families had their fee waived as they had no income being received that could be counted towards the sliding scale and all fell below the minimum income of \$8,000 per year. As mentioned above, co-pays for the non-custodial parents have continued to help defray costs for the program and we will continue to be stringent in monitoring that families pay the appropriate co-pay for their income level. At this time, no other funding sources have been identified, but we will continue to keep the program as low cost as possible to the Courts while maintaining a high level of quality and effectiveness.

Benefit of Funds for FY15

Thirteen families have received the benefit of the Supervised Visitation program from July 1, 2014 through January 2015 in the 13th Circuit as a direct result of this grant. The children and visiting parents have been given an opportunity to build a lasting relationship that often might not have occurred without this program. The visiting parent

has learned valuable information such as how to better communicate and/or interact with their child/children through the assistance of the licensed therapist. The custodial parent has been provided the assurance their child/children are safe and well supervised with the therapist being present.

Surveys from parents who have participated in this program have been positive. Many surveys indicated that the parents learned some new parenting strategies during the visits. We also have received an increased amount of stakeholder surveys which overall have been positive regarding the program. These surveys have been submitted to OSCA with our quarterly reports.

Family Court Commissioner Sara Miller previously stated “the visitation program leads to many cases being resolved without a contested trial because the parties can have an opportunity to work out their visitation issues while the case is pending.” Commissioner Miller believes approximately 90% of the cases end up settled, or at least have the visitation issues resolved, if the family participated in the Supervised Visitation program. She further stated “The greatest value from the program is the benefit to the children. With the program they are able to meet the visiting parent in a safe, fun environment without witnessing inappropriate, angry or even violent behaviors by their parents. There is no way to put a number on that.”

The program is well known among the Family Court Judge, Family Court Commissioner, Guardians Ad Litem, local attorneys, and Children’s Division staff which further ensures that families will continue to be referred for the program. Our Family Court Administrative Judge, Leslie Schneider has given us approval to continue apply for this grant as it has been seen as a needed resource for domestic Court cases involving children. There is currently a need for this program as it has allowed many Court domestic relations cases such as Ex-parte Child Order of Protections, Ex-parte Adult Abuse, Dissolutions of marriage, Paternity, and other Family Court Cases to allow visitation between parents and caregivers in a safe, therapeutic environment and help many cases to be resolved more effectively and continues to be a much needed resource.