

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

THIS CONTRACT, entered into by and between _____, a _____ company, its successors and or assigns (hereinafter "Purchaser") and **PARTNERSHIP INDUSTRIAL CENTER WEST ADMINISTRATIVE COUNCIL**, as the authorized agent for and on behalf of Springfield Business Development Corporation (hereinafter "Seller"), this _____ day of _____, 2008.

WITNESSETH:

1. SALE AND PRICE. Seller shall sell to Purchaser and Purchaser shall purchase from Seller approximately _____ acres, more or less, identified as Site _____, PARTNERSHIP INDUSTRIAL CENTER WEST (hereinafter "Property"), as depicted on Exhibit ___ and legally described in Exhibit ___ attached hereto, and all easements and other rights and appurtenances pertaining to the Property. Any subdivision of real property necessary to be performed in order to create the Property as a legally recognizable tract of land shall be performed by Seller, at Seller's cost. The price (hereinafter "Purchase Price") for such sale and purchase is _____ (\$_____), per acre, or approximately _____ (\$_____) said sum to be prorated for partial acreage of the Property, as determined by the Survey delivered pursuant to paragraph 4 hereunder, payable by cash, wire transfer, or certified or cashier's check, plus or minus prorations, at the date of Closing.

2. CLOSING. The closing of the transaction contemplated by this Contract (hereafter "Closing") shall be held at the office of _____, (hereinafter "Title Company") in its Springfield, Missouri office, during regular business hours on or before _____, or such later date as all conditions precedent to Closing set forth in paragraphs 15, 16, and 17 have been satisfied or waived in writing. At the Closing, Seller shall deliver to Purchaser closing documents in form and substances as set forth herein. The closing documents shall include, but shall not necessarily be limited to, the following:

- (a) Recordable warranty deed from Springfield Business Development Corporation conveying the Property to Purchaser or its assignee or designee, subject only to the permitted deed title exceptions set forth on Exhibit ___ attached hereto, or as otherwise permitted for marketable title pursuant to the title examination standards of The Missouri Bar;
- (b) Owner's Title Insurance Policy (in the form in paragraph 3 herein below), provided Purchaser shall pay for the same pursuant to the provisions of Paragraph 3 herein below; and
- (c) Such other documents as are required by this Contract or the Title Company.

This sale shall be closed by Title Company and an escrow shall be established with the Title Company in accordance with the provisions of the form of deed and money escrow agreement then in use by the Title Company. Such escrow agreement shall include special

provisions as may be required to conform with the terms of this Contract. The cost of the escrow shall be shared equally by the Purchaser and Seller.

3. TITLE INSURANCE COMMITMENT. Within thirty (30) days after the date of the Closing, Seller shall deliver to Purchaser a Commitment for Title Insurance (ALTA Form 2006) from the Title Company (the “Commitment”) for the Property in the amount of the Purchase Price, showing Springfield Business Development Corporation as the current record owner of the Property and containing no exceptions to the title other than the permitted exceptions set forth in paragraph 2(a) herein and on Exhibit ___ and ___ attached hereto. Seller shall pay the cost of the Commitment, and Purchaser shall pay for the owner’s title insurance policy and all endorsements required by Purchaser.

The Commitment shall be delivered to Purchaser together with recording date information and legible copies of all recorded items referred to therein.

4. SURVEY. Seller shall procure and deliver to Purchaser, at Seller’s sole cost and expense, a survey of the Property, according to Exhibit ___, dated within thirty (30) days of the Effective Date (the “Survey”). The Survey shall meet the standards of survey requirements of Purchaser as set out on Exhibit ___ attached hereto. The Survey shall be approved by Purchaser on or before the Closing. In the event the Survey does not meet the requirements as stated in Exhibit B, Purchaser shall have the right to terminate the Contract as set forth in paragraph 5 and receive a refund of its Earnest Money Deposit. Seller shall be responsible for meeting any and all subdivision platting regulations required by State, Federal, City and County entities to insure that the this lot conforms to all guidelines. This requirement shall survive the closing.

5. PURCHASER OBJECTIONS. If the Commitment or Survey discloses either unpermitted title exceptions or survey matters that may adversely affect the value of the Property (hereinafter “Survey Defects”), Purchaser shall notify Seller of the same within Fifteen (15) days following its receipt of the Commitment and Survey and Seller shall have ten (10) days from the date of delivery of Purchaser’s notice (hereinafter “Correction Period”) and shall use its best efforts to have the unpermitted title exceptions removed from the Commitment and to correct such Survey Defects or to have the Title Company commit to insure against loss or damage that may be occasioned by such unpermitted title exceptions or Survey Defects. If Seller fails to have the unpermitted title exceptions removed or fails to correct any Survey Defects, or in the alternative, to obtain the commitment for title insurance specified above as to such unpermitted title exceptions or Survey Defects during the Correction Period, Seller shall so notify purchaser during the Correction Period and Purchaser may, upon notice given to Seller within ten (10) days after the expiration of the Correction Period, elect to terminate this Contract, in which event neither party hereto shall have any further liability or obligation to the other and Purchaser’s Earnest Money Deposit shall be refunded to Purchaser. If Purchaser fails to make such election within said ten (10) day period, Purchaser shall accept title to the Property at Closing subject to the unpermitted exceptions and Survey Defects.

6. PURCHASER'S INSPECTION RIGHTS.

- (a) Seller hereby grants Purchaser, and its agents, reasonable access to the Property for the purpose of inspecting the Property for forty (40) days from the Effective Date hereof, for the purpose of generally inspecting the Property and for the purpose of performing soil tests, environmental tests or audits (the "Inspection Period").
- (b) During the Inspection Period, Seller shall give Purchaser and/or Purchaser's representatives reasonable access to the Property to make the inspections. Purchaser shall be responsible for all damage caused to persons or the Property and shall repair any damage to the Property arising from these inspections. Purchaser shall indemnify and hold Seller harmless from and against all claims, costs, demands, and expenses, including, without limitation, reasonable attorney's fees, court costs, and other legal expenses, resulting from these inspections.
- (c) If, on or before the expiration of the Inspection Period, Purchaser reasonably determines, for any reason and in the Purchaser's sole discretion, that (1) the Property is unacceptable or (2) the Property is unsuitable or not economically feasible for Purchaser's intended use, Purchaser may, at its option, terminate this Contract by providing written notice of such termination to Seller on or before the expiration of the Inspection Period and Purchaser's Earnest Money Deposit shall be refunded to Purchaser and this Contract shall terminate. If Purchaser fails to give such notice of termination on or before the end of the Inspection Period, Purchaser shall be deemed to have waived its right to terminate the Contract pursuant to this Section. The parties' obligations imposed by this Section shall survive the Closing and delivery of the deed therewith, or termination of this Contract. The Purchaser's rights set forth in this Section are a contingency of this Contract. If Purchaser terminates this Contract pursuant to this subparagraph, Seller shall retain in full the Earnest Money Deposit set forth in paragraph 10 of this Contract.

7. POSSESSION. Purchaser shall be entitled to full possession of the Property upon the Closing. The Property shall be free from personalty and debris and otherwise vacant upon Closing.

8. CLOSING COSTS AND PRORATIONS. Purchaser shall pay the recording fees. Each party shall be responsible for its own attorneys' fees. Seller represents that the Property is exempt from real estate taxes and assessments and no such taxes or assessments shall accrue or be payable at any time with respect to any period prior to Closing.

9. COMMISSIONS. The parties acknowledge that they are responsible for their own real estate commissions. Purchaser represents it has not used a real estate agent and no commission is due.

10. EARNEST MONEY DEPOSIT. Within three (3) days following the Effective Date of this Contract, Purchaser shall deposit with the Title Company, acting as escrow agent, an earnest money deposit (the "Earnest Money Deposit") in the amount of _____ (___%) of the total Purchase Price, which will be applied toward the Purchase Price at Closing.

Seller will refund the Earnest Money Deposit if Seller is unable or fails to perform its obligations pursuant to this Contract or as otherwise set forth in the Contract, but said Earnest Money Deposit will be forfeited by Purchaser if Purchaser defaults or fails to perform pursuant to the terms of this Contract.

11. DEFAULTS. If Seller defaults in performing any of Seller's obligations under this Contract for any reason other than Purchaser's default, or if any of the warranties or representations of Seller contained herein are untrue prior to or at the Closing, Purchaser, at its option, may (a) terminate this Contract or seek to enforce specific performance of this Contract and (b) pursue any and all rights Purchaser may have at law or in equity. If Purchaser defaults in performing Purchaser's obligations under this Contract for any reason other than Seller's default, Seller may terminate this Contract and pursue any and all rights Seller may have at law or in equity.

12. CONDEMNATION. If, prior to Closing, all or any part of the Property shall be condemned or be subject to any pending or threatened condemnation by any governmental or other lawful authority except for the purposes of road improvements, utility easements, or condemnations caused by actions of Purchaser or related matters, Seller shall immediately so notify Purchaser and Purchaser may, at its option, either:

- (a) Complete the purchase of the Property, in which event all the condemnation proceeds shall be payable to Purchaser, or if such proceeds are not available upon Closing, Seller shall assign all claims therefor and all right, title, and interest therein to Purchaser; or
- (b) Terminate this Contract and neither party shall have any further obligation hereunder and Purchaser shall be refunded its Earnest Money Deposit.

13. ENTIRE AGREEMENT. This Contract embodies the entire agreement between the parties hereto and cannot be amended or varied without the express written agreement of the parties hereto. In the event that any litigation arises hereunder, it is specifically stipulated that this Contract shall be interpreted according to the laws of the state of Missouri, and the prevailing party in any litigation shall be entitled to recover, as a part of its judgment, reasonable attorney's fees.

14. ASSIGNMENT AND SUCCESSORS. This Contract may be assigned by the Purchaser with the express written consent of the Seller, which consent may not be unreasonably withheld. This Contract and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns, unless specifically excluded. Seller agrees to consent to an assignee controlled by Purchaser or formed by the Purchaser for the purpose of taking title.

15. REPRESENTATIONS, WARRANTIES AND COVENANTS. Seller represents, warrants, and covenants that as of the Effective Date of this Contract and as of the date of Closing:

- (a) Springfield Business Development Corporation is the owner of the Property. Pursuant to that certain Partnership Industrial Center West Development Agreement executed on July 2, 2001 and amended by that certain First Amendment to Partnership Industrial Center West Development Agreement executed on April 17, 2003 (as amended the "Development Agreement"), the parties to the Development Agreement granted various powers to a board called the Partnership Industrial Center West Administrative Counsel (as referred to herein as the "Seller"). Under and in accordance with the Development Agreement, Springfield Business and Industrial Development Corporation delegated to the Seller the sole authority to convey the Property. Seller hereby represents and warrants that it has the power and authority to enter into this Contract and to bind Springfield Business and Industrial Development Corporation. Seller further represents and warrants that a proper vote was obtained by the Seller's board members authorizing the sale of the Property pursuant to this Contract.
- (b) There are no uncured violations of any law, ordinance, order, regulation, rule, or requirement of any governmental authority affecting the Property;
- (c) Seller is vested with all necessary legal authority to enter into this Contract; has full power, authority and legal right, and will have obtained all approvals and consents required to execute this Contract and to carry out all of Seller's obligations under this Contract; and this Contract will constitute the valid and binding obligation of Seller in accordance with its terms;
- (d) No notices or requests have been received by Seller from any governmental agency or public or private utility with respect to the Property with which Seller has failed or refused to comply. Any such notices or requests received prior to Closing shall be complied with by Seller at its sole costs and expense;
- (e) There are no claims, demands, liabilities, actions, special assessments or other governmental assessments or charges pending or threatened against Seller or the Property (including, without limitation, pending or threatened condemnation proceedings by any public or governmental agency or authority) which (i) constitute or might result in a lien or claim against the Property; (ii) may result in a monetary or non-monetary obligation to be fulfilled by the Purchaser, (iii) could prevent, prohibit, delay or interfere with Purchaser's use of the Property for its intended uses and purposes, or (iv) could otherwise deprive Purchaser of any portion of the Property;

- (f) That there are no contracts, whether written or oral, affecting the use, maintenance and operation of the Property which shall survive the Closing;
- (g) There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened by or against Seller;
- (h) Except as otherwise provided in this Contract, from and after the date hereof, Seller shall (except in the case of emergency) refrain from (i) making any changes or improvements upon or about the Property; (ii) creating or incurring any mortgage lien, other lien, pledge or other encumbrance in any way affecting the Property; and (iii) committing any waste or nuisance upon the Property. Seller shall maintain the Property, keep the Property in compliance with all laws, ordinances, regulations and restrictions affecting the Property and its use.
- (i) There are no outstanding options or rights granted by Seller to acquire the Property or any part thereof, and there is no party other than Purchaser having any right or option to acquire the Property or any part thereof.
- (j) Seller is not aware of any releases of Hazardous Substances (as hereinafter defined) or underground storage tanks in the environment at, on, or from the Property or at any geologically or hydrologically adjoining property. Furthermore, Seller has not received any written notice or any other communication from any governmental authority, property owner or other private citizen of, nor do they have any actual knowledge of, any alleged violation of or failure to comply with any Environmental Laws (as hereinafter defined), or of obligations to undertake or bear the cost of any Environmental Liabilities (as hereinafter defined) under any Environmental Laws with respect to the Property, except as set forth in the Phase I environmental study which Seller agrees to provide to Purchaser within seven (7) days following the Effective Date of the Contract. Seller further agrees to provide to Purchaser, within seven (7) days of the Effective Date of the Contract, photocopies of any and all studies, reports or other documents in Seller's possession or control which discusses or references the current or past environmental condition of the Property or any environmental remediation or cleanup which has or still remains to be performed on the Property.

As used in this Section, the following terms shall have the following definitions:

- (1) "Environmental Liabilities" means any cost, damages, expense, liability, obligation or other responsibility arising from or under any Environmental Law, including those consisting of or relating to:
 - (a) any environmental, health or safety matter or condition (including on-site or off-site contamination and regulation of any chemical substance or product);

- (b) any fine, penalty, judgment, award, settlement, proceeding, damages, loss, claim, demand or response, investigative, remedial or inspection cost or expense arising under any Environmental Law;
 - (c) financial responsibility under any Environmental Law or occupational safety and health law for cleanup costs or corrective action, including any investigation, cleanup, removal, containment or other remediation or response actions (“Cleanup”) required by any Environmental Law and for any natural resource damages; or
 - (d) any other compliance, corrective, investigative or remedial measures required under any Environmental Law.
- (2) “Environmental Law” means all codes, laws (including, without limitation, common law), ordinances, regulations, reporting or licensing requirements, rules, or statutes relating to pollution or protection of human health or the environment (including ambient air, surface water, ground water, land surface, or subsurface soil or strata), including, without limitation: (i) the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§9601 et seq. (“CERCLA”); (ii) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq., (“RCRA”); (iii) the Emergency Planning and Community Right to Know Act, as amended, 42 U.S.C. §§11001 et seq.; (iv) the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; (v) the Clean Water Act, as amended, 33 U.S.C. §§1251 et seq.; (vi) the Toxic Substances Control Act, as amended, 15 U.S.C. §§2601 et seq.; (vii) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 5101 et seq.; (viii) the Safe Drinking Water Act, as amended, 42 U.S.C. §§300f et seq.; (ix) any state, county, municipal or local statutes, laws or ordinances similar or analogous to the federal statutes listed in parts (i) - (viii) of this subparagraph; (x) any amendments to the statutes, laws or ordinances listed in parts (i) - (ix) of this subparagraph, regardless of whether in existence on the date hereof; (xi) any rules, regulations, directives, orders or the like adopted pursuant to or implementing the statutes, laws, ordinances and amendments listed in parts (i) - (x) of this subparagraph; and (xii) any other law, statute, ordinance, amendment, rule, regulation, directive, order or the like in effect now or in the future relating to environmental matters.
- (3) “Hazardous Substances” means any chemical, substance, material, waste, by-product, pollutant, contaminant, compound, product, equipment, or fixture, regulated under any Environmental Laws, including, without limitation, RCRA hazardous wastes, CERCLA hazardous substances, gasoline, diesel fuel, fuel oil, motor oil, waste oil, and any other petroleum

hydrocarbon, including any additives or other by-products or constituents associated therewith, pesticides and other agricultural chemicals, asbestos and asbestos containing materials in any form, polychlorinated biphenyls, radioactive materials, radon, and urea formaldehyde foam insulation.

- (k) The Property is not located in Flood Zone A or B.
- (l) The Property is zoned HM—Heavy Manufacturing District pursuant to the Zoning Code of the City of Springfield and manufacturing and distribution are permitted uses under such designation.
- (m) Seller has reviewed, consents to and approves the Site Drawing attached hereto as Exhibit ____.

16. CONDITIONS PRECEDENT. Purchaser's obligations under this Contract shall be contingent upon satisfaction of the following prior to Closing, except as specifically provided otherwise:

- (a) Purchaser's failure to terminate the Contract in accordance with its right to do so as set forth in Section 6 hereof.
- (b) Receipt and satisfactory approval of all necessary and applicable approvals and permits required by the United States Federal Aviation Administration ("FAA") approving and authorizing the construction of the Facility (as defined in Section 18 below).
- (c) Approval of Purchaser's color exterior elevations from Partnership Industrial Center West Administrative Council prior to closing.
- (d) The Purchaser shall (1) receive a formal proposal from the Missouri Department of Economic Development (the "DED"), acceptable to the Purchaser, for the Property/Purchaser, which is in an approved Missouri enhanced enterprise zone (the Springfield Enhanced Enterprise Zone), to qualify for incentives and tax credits/abatements, which are acceptable Purchaser (the "State Benefits") and (2) obtain formal and final approval and acceptance of the State Benefits from DED.
- (e) The Purchaser shall (1) receive a formal proposal from the City of Springfield, Missouri, acceptable to the Purchaser, for the Property/Purchaser to qualify for certain tax abatements related to the Property and the improvements thereon (the "City Benefits") as a result of being within the Springfield Enhanced Enterprise Zone, and (2) obtain formal and final approval and acceptance of the City Benefits from the City of Springfield, Missouri.
- (f) If required, Seller shall re-plat at its cost, the real property owned by the Seller of which the Property is a part of to create a legally recognizable tract of land which

generally is depicted on the Site Drawing attached hereto as Exhibit ____, including all necessary approvals of the revised plat.

In the event the conditions precedent set forth in this paragraph 16 have not been satisfied, in Purchaser's sole judgment, prior to Closing, Purchaser may terminate this Contract upon notice to Seller and receive a refund of its Earnest Money Deposit, or agree to extend the date of Closing to permit their satisfaction. Further, if such conditions precedent are not satisfied within one hundred twenty (120) days of the Effective Date, Seller may terminate the Contract by written notice to Purchaser, and Purchaser will receive a refund of its Earnest Money Deposit.

17. ADDITIONAL PERFORMANCE BY PARTIES. As soon as reasonably possible after Closing, which such obligations shall survive the Closing, the parties shall:

- (a) Perform all items of Exhibit ____ as attached hereto.
- (b) Purchaser shall furnish all easements necessary to provide utility services.

18. CONSTRUCTION OF FACILITY. Purchaser agrees to commence construction of a new manufacturing facility (the "Facility") on the Property within one (1) year following the Closing, and complete construction within two (2) years as consistent with the Partnership Industrial West Declaration of Protective Covenants, dated October 30, 2001, and approved November 2, 2001, as contained in Book 2874, page 921, Records of Greene County, Missouri, as revised and recorded prior to Closing (the "Declarations"), a copy of which Seller shall provide to Purchaser within seven (7) days following the Effective Date hereof, subject to delays beyond Purchaser's control. The new manufacturing facility will be approximately 280,000 square feet. Any subsequent change in occupancy of the manufacturing facility shall be subject to the Declarations.

The Declarations provide that Purchaser shall submit plans and specifications for the building to be constructed to Seller for approval. In the event Seller withholds approval and Purchaser and Seller are unable to agree upon the plans and specifications of the building, Seller agrees to purchase the property from Purchaser for the original Purchase Price paid by Purchaser. Said purchase shall be contingent upon (a) the legal title being the same and unencumbered as when conveyed to Purchaser, and (b) Purchaser pays all expenses of the repurchase, including, but not limited to, a new title commitment, recording fee, closing fee, and other expenses incident to the real estate transaction.

19. NOTICES. Subject to the right of any party to designate a different address for itself by notice similarly given, all notices required by this Contract shall be in writing, signed by the party giving the same or its respective agent or attorney, personally served by messenger or overnight courier or sent by U.S. Certified mail, postage prepaid, and shall be addressed as follows:

If to Seller:

Director-Economic Development

City Utilities of Springfield
301 E. Central
Springfield, MO 65802

With a copy to:

General Counsel
City Utilities of Springfield
301 E. Central
Springfield, MO 65802

If to Purchaser:

Notices shall be deemed given three (3) days following deposit of the same in U.S. Mail, if mailed, or upon delivery, if personally delivered.

20. SURVIVAL. The representations, warranties, covenants, obligations and other terms and provisions of this Contract shall survive the execution, delivery and recording of the Deed.

21. HEADINGS. Paragraph headings used in the Contract are for convenience of referenced only and do not affect the meaning of the provisions which they precede.

22. SEVERABILITY. The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of the remaining provisions of this Contract.

23. TIME OF THE ESSENCE. Time is of the essence of this Contract.

IN WITNESS WHEREOF, the parties have agreed to the above and foregoing in its entirety as of the day and year first set forth above, and have executed this Contract on the day and year set forth by each party's place for execution below. The Effective Date of this Contract shall be the date it is fully executed by the parties.

PURCHASER:

By: _____
Name: _____
Title: _____
Date: _____

SELLER:

THE PARTNERSHIP INDUSTRIAL CENTER
WEST ADMINISTRATIVE COUNCIL

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Legal Description

To be determined, and approved by the parties, following the completion and approval of the Survey. The Property to generally be as depicted on Exhibit F.

EXHIBIT B

Survey Requirements

The survey should be a current, complete survey of the real property being purchased, signed by a registered surveyor of the state in which such real property is located and containing the duly completed certification in the form attached hereto.

The finished survey should show:

1. The location of an accurate, identifiable point of beginning and the boundaries of the land like courses and distances;
2. All land lot, district and section lines, and city and county, and state boundaries and zoning lines intersecting or adjacent to the land;
3. All easements and rights of way with recording date for instruments establishing the same;
4. The established building lines, if any;
5. Lines of the rights of way of streets abutting the land and the width thereof;
6. Encroachments, and the extent thereof in feet and inches, upon the land;
7. All improvements located on the land, to the extent constructed, and the relation of the improvements by distances to the boundaries of the land, the established building lines and the street lines; and
8. The full legal description of the land and its current zoning;
9. The date of the original survey and of each revision thereof.
10. Location of all utility services to improvements.
11. Computation of square footage.
12. All perimeter corner points shall be staked and a permanent marker set in the ground, for example, a two-inch pipe filled with concrete.
13. Reflect the existing elevations by depicting same on two foot contours.
14. Reflect whether the property is in a 100-year flood plain.
15. Certification that the legal description is an approved legal description as required by all zoning and other applicable authorities.

SURVEYOR'S CERTIFICATION

I, _____, a registered land surveyor duly licensed by the state of Missouri, do hereby certify this survey, including all information thereon, to _____.

EXHIBIT C

Permitted Title Exceptions

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2.
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Taxes or special assessments which are not shown as existing liens by the public records.
 - (f) Easements and restrictions of record as shown on final recorded plat approved by Purchaser.
3. Partnership Industrial West Declaration of Protective Covenants, dated October 30, 2001, and approved November 2, 2001, as contained in Book 2874, page 921, Records of Greene County, Missouri, as revised and recorded prior to Closing.

EXHIBIT D

Permitted Deed Exceptions

The warranty deed referred to herein shall contain exceptions only to the following matters:

1. Easements and restrictions of record as shown on final recorded plat and as set forth in this Contract.
2. Partnership Industrial West Declaration of Protective Covenants, dated October 30, 2001, and approved November 2, 2001, as contained in Book 2874, page 921, Records of Greene County, Missouri, as revised and recorded as of the date of Closing.

SITE DRAWING