Boone County, Missouri

Recorded in Boone County, Missouri
Date and Time 05/31/2012 at 02:46:19 PM
Instrument # 2012012565 Book 3970 Page 18

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Instrument Type AMEN
Recording Fee $ 80.00
No of Pages 20

Bettie Johnson, Recorder of Deeds

Title: Amendment to Declaration of Conditions, Covenants, and Restrictions

Date: May 11, 2012

Grantors: MDS Real Estate Associates, LLC
2005 W Broadway, Ste. 220
Columbia, MO 65203

G2 Enterprises of Columbia, LLC
1911 W Worley
Columbia, MO 65203

Landmark Bank, NA
P.O. Box867
Columbia, MO 65205

MFA Oil Company
P.O. Box 519
Columbia, MO 65205

Cameron P. Dunafon, Trustee of the C.P.D. Revocable Trust dated September 22, 2003 as amended on October 17, 2011
2005 W Broadway, Ste. 220
Columbia, MO 65203

RVR Enterprises, Inc.
405 Sudbury Drive
Columbia MO 65203

Grantee: Asset Plus Realty Corporation
675 Bering, Ste. 200
Houston, TX 77057

Legal Description: See Exhibit A.

CTIC. 2011 3007-RE

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM
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AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

This Amendment to Declaration of Conditions, Covenants, and Restrictions (this "Amendment") shall be effective as of the date it is recorded in the Records of Boone County, Missouri (the "Effective Date") and shall be binding on all signatories hereto and the persons who currently own or who purchase or take possession of any real estate subject to this Amendment as described herein.

RECITALS

WHEREAS, the undersigned grantors are the owners (the "Owners") of all the real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Project");

WHEREAS, the Declaration of Conditions, Covenants, and Restrictions (the "Declaration") dated August 22, 2008, was recorded in Book 3366, Page 176 of the Records of Boone County, Missouri on August 25, 2008;

WHEREAS, the Declaration imposes certain restrictions that are applicable to the Project;

WHEREAS, MDS Real Estate Associates, LLC has succeeded Stadium 63 Properties, LLC as the Declarant pursuant to the terms of the Declaration;

WHEREAS, the undersigned grantee, Asset Plus Realty Corporation, a Texas corporation, or its assigns ("Asset Plus") and G2 Enterprises of Columbia, LLC, a Missouri limited liability company ("G2") have entered into a contract for the purchase and sale of Lot 110, under which Asset Plus is the purchaser and G2 is the seller;

WHEREAS, the Owners desire that the Declaration be amended pursuant to the terms of this Amendment, but only if Asset Plus purchases Lot 110;

WHEREAS, the Declaration may be amended and/or supplemented in writing signed by the Declarant without the consent of the other Owners so long as Declarant owns at least ten percent (10%) of the Project;

WHEREAS, MDS Real Estate Associates, LLC owns fee simple title to more than ten percent (10%) of the Project;

WHEREAS, Lot 110, Lot 111, and the 15.07 Acre Tract (each defined below) are tracts of land located within the Project;

WHEREAS, the Owners desire that residential uses be permitted only in Lot 110, Lot 111, and the 15.07 Acre Tract and nowhere else within the Project;

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM
Unofficial Document

WHEREAS, the easements granted in Article III of the Declaration are appropriate for land used commercially, but not for land used residentially;

WHEREAS, the Owners desire that the easements granted under Article III of the Declaration shall be terminated as to Lot 110, Lot 111, and the 15.07 Acre Tract;

WHEREAS, the Owners desire that the cross-parking easements granted under Section 3.2 of Article III of the Declaration shall be terminated as to Lot 109 of Crosscreek Center Plat 1 as shown by the plat recorded in Plat Book 42 at Page 22 of the Records of Boone County, Missouri;

WHEREAS, the Owners desire that persons reside within Lot 110, Lot 111, and the 15.07 Acre Tract;

WHEREAS, Sections 238.200 through 238.280 RSMo., as amended, impose obligations and requirements on transportation development districts and owners of property within transportation development districts if there are persons residing within the boundaries of a transportation development district; and,

WHEREAS, the Owners desire that Lot 110, Lot 111, and the 15.07 Acre Tract shall not be a part of the transportation development district described in Article VII of the Declaration.

NOW THEREFORE, the undersigned hereby declare that all of the real estate described on Exhibit A hereto and all lots and streets contained within such real estate and any modifications to such lots and any improvements now or hereafter located thereon, shall be held, sold, and conveyed subject to the Declaration as amended by this Amendment. This Amendment shall run with the land, shall be binding on all parties having or acquiring any right, title, or interest in the Project or any part thereof, or any lot contained therein, or any improvements located thereon, and shall inure to the benefit of each Owner thereof. The undersigned declare as follows:

1. In Article I, DEFINITIONS, Section 1.1, Definitions, a definition of "15.07 Acre Tract" is hereby added, adopted, and made a part of the Declaration as the first definition in the list of defined terms as follows:

> "15.07 Acre Tract" shall mean the real estate described as follows: A portion of the West half (W ½) of the Northeast Quarter (NE ¼) of Section Twenty (20), Township Forty-eight North, Range Twelve (12) West of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missouri, and more particularly described as follows:
>
> Beginning at a ½" iron pipe being the SE corner of the SW ¼ of the NE ¼ of Section 20 T 48 N, R 12 W; thence N 88° 48' 05" W, 1187.40 feet; thence N 18° 13' 30" E, 452.79 feet; thence N 64° 46' 35" E, 293.35 feet; thence S 87° 24' 40" E, 481.69 feet; thence N 51° 52' 55" E, 57.18 feet; thence N 10° 16' 05" E,

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM
Unofficial Document

172.65 feet; thence N 53° 57' 40" E, 67.33 feet; thence S 76° 29' 50" E, 123.45 feet; thence S 31° 15' 25" E, 128.45 feet; thence S 01° 32' 30" W, 664.64 feet to the point of beginning and containing 15.07 acres.

2. The definition of "Floor Area" in Article I, DEFINITIONS, Section 1.1, Definitions, is hereby deleted and in place thereof the following is hereby substituted, adopted, and made a part of the Declaration:

"Intentionally Omitted"

3. In Article I, DEFINITIONS, Section 1.1, Definitions, a definition of "Lot 110" is hereby added, adopted, and made a part of the Declaration immediately after "Intentionally Omitted" (added pursuant to Section 2 of this Amendment) in the list of defined terms as follows:

"Lot 110" shall mean the real estate described as Lot 110 of Crosscreek Center Plat 1 as shown by the plat recorded in Plat Book 42 at Page 22 of the Records of Boone County, Missouri.

4. In Article I, DEFINITIONS, Section 1.1, Definitions, a definition of "Lot 111" is hereby added, adopted, and made a part of the Declaration immediately after the definition of "Lot 110" (added pursuant to Section 3 of this Amendment) in the list of defined terms as follows:

"Lot 111" shall mean the real estate described as Lot 111 of Crosscreek Center Plat 1 as shown by the plat recorded in Plat Book 42 at Page 22 of the Records of Boone County, Missouri.

5. The definition of "Permitted Uses" in Article I, DEFINITIONS, Section 1.1, Definitions, is hereby deleted and in place thereof the following is hereby substituted, adopted, and made a part of the Declaration:

"Permitted Uses" shall mean the following uses: residential uses as permitted by the applicable zoning ordinances (including multi-family apartment buildings); retail and/or wholesale sales and services (including convenience stores); banks; automobile dealerships; restaurants; hotels; and, offices to the extent permitted herein, as modified by Article IV of this Declaration.

6. The definition of "Permittees" in Article I, DEFINITIONS, Section 1.1, Definitions, is hereby deleted and in place thereof the following is hereby substituted, adopted, and made a part of the Declaration:

"Permittees" shall mean the Owners, all Persons from time to time entitled to the use and occupancy of portions of the Project under any lease, deed, or other arrangement whereby such Person has acquired a right to the use and occupancy

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM
Unofficial Document

of any portion of the Project, and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees, and concessionaires.

7. The text under the final bullet point in Article II, DEVELOPMENT PLAN REVIEW, Section 2.2, Neighborhood Consultation, which is as follows: "If for any reason Lot 110 shown of the Subdivision Plat is not to be used by the presently intended new motor vehicle dealerships Declarant will discuss alternative options for developing Lot 110 with said Neighborhood Associations before proceeding with another proposal for developing Lot 110", is hereby deleted and in place thereof the following is hereby substituted, adopted, and made a part of the Declaration:

"Intentionally Omitted"

8. In Article III, EASEMENTS, a new Section 3.4 is hereby added, adopted, and made a part of the Declaration immediately below Section 3.3, Use by Permittees as follows:

3.4 Easement Exceptions. Notwithstanding anything herein to the contrary, Section 3.1, Section 3.2, and Section 3.3 of this Article III shall not apply to and shall not burden or encumber Lot 110, Lot 111, and the 15.07 Acre Tract (i.e., no easements are granted under Article III or this Declaration as to Lot 110, Lot 111, and the 15.07 Acre Tract) and Section 3.2 of this Article III shall not apply to and shall not burden or encumber Lots 105 and 109 of Crosscreek Center Plat 1 as shown by the plat recorded in Plat Book 42 at Page 22 of the Records of Boone County, Missouri (i.e., no cross-easements for parking are granted as to said Lots 105 and 109 under said Section 3.2).

9. The text under Article IV, RESTRICTIONS, Section 4.2, Use in General, is hereby deleted and in place thereof the following is hereby substituted, adopted, and made a part of the Declaration:

> Use in General. Except to the extent expressly permitted pursuant to the provisions of this ARTICLE IV, no part of the Project may be used in violation of any applicable governmental laws, ordinances, or regulations. All of the Permitted Uses, except as otherwise limited herein, shall be allowed on Lot 110, Lot 111, and the 15.07 Acre Tract, including residential uses (e.g., multi-family apartment building). All Permitted Uses, except residential uses, shall be allowed within the remainder of the Project (Lots 101 through 109 and Lot 112). Residential uses shall only be permitted within the Project on Lot 110, Lot 111, and the 15.07 Acre Tract.

10. In Article IV, RESTRICTIONS, Section 4.3, Additional Restrictions, new subsection (e) and subsection (f) are hereby added, adopted, and made a part of the Declaration immediately below subsection (d) of Section 4.3 as follows:

(e) So long as Lot 109 of Crosscreek Center Plat 1 as shown by the plat recorded in Plat Book 42 at Page 22 of the Records of Boone County, Missouri, is used as a

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM
Unofficial Document

convenience store as described and defined below. Lot 110, Lot 111, or the 15.07 Acre Tract shall not contain or be used as a convenience store nor shall they be used in a manner that has the substantial effect of operating as a convenience store, such that the business operating on Lot 110, Lot 111, or the 15.07 Acre Tract derives a substantial portion of its revenue from convenience store sales and results in significant competition with the convenience store on said Lot 109. For the purposes of this subsection (e), "convenience store" means a small retail store that sells staple groceries, snacks, fuel for vehicles, and related products (e.g., a BreakTime, 7-Eleven, or QuikTrip). Notwithstanding the foregoing, nothing contained herein shall prohibit on Lot 110, Lot 111, or the 15.07 Acre Tract the sale from vending machines of beverages, snacks, other food products, drinks and any other products commonly available in vending machines or the like, so long as Lot 110, Lot 111, or the 15.07 Acre Tract are being used primarily for student housing or multi-family housing purposes. The restrictions contained in this subsection (e) are intended to prohibit the operation of a convenience store on Lot 110, Lot 111, and the 15.07 Acre Tract, if and only if a convenience store is operating on the aforementioned Lot 109 as the initial business operated on said lot. Notwithstanding anything in this subsection (e) to the contrary, if the initial development and use of said Lot 109 is not as a convenience store, this subsection (e) shall be of no force and effect and all or any part of Lot 110, Lot 111, or the 15.07 Acre Tract may be used as a convenience store or for any other of the Permitted Uses at any time regardless of whether said Lot 109 is subsequently used as a convenience store.

(f) So long as Lots 103 and 104 of Crosscreek Center Plat 1 as shown by the plat recorded in Plat Book 42 at Page 22 of the Records of Boone County, Missouri, are used as a hotel as described and defined below, Lot 110, Lot 111, or the 15.07 Acre Tract shall not contain or be used as a hotel, motel, or bed and breakfast (the "Hotel Uses"). For the purposes of this subsection (f), Hotel Uses shall be limited to the business of making available for rent rooms to transient customers (i.e., lodging guests) and shall not include multi-family housing, student housing, or other residential uses. Notwithstanding anything herein to the contrary, all or any parts of Lot 110, Lot 111, or the 15.07 Acre Tract may be used for student housing or multi-family apartment housing or any such other, related types of housing. The term Hotel Uses shall be construed to mean bed and breakfast operations, the typical hotel or motel uses, and extended stay hotels or motels that are commonly observed, such as the following: Holiday Inn, Hampton Inn, Motel 6, Hilton, Marriott, Days Inn, Extended Stay America, Staybridge and like brands. The restrictions contained in this subsection (f) are intended to prohibit the Hotel Uses on Lot 110, Lot 111, and the 15.07 Acre Tract, if and only if a hotel is operating on the aforementioned Lots 103 and Lot 104 as the initial business operated on said lots. Notwithstanding anything in this subsection (f) to the contrary, if the initial development and use of said Lots 103 and 104 is not as a hotel, this subsection (f) shall be of no force and effect and Hotel Uses may occur on all or any part of Lot 110, Lot 111, or the 15.07 Acre Tract, as well as any other of the Permitted Uses may occur at any time regardless of whether said Lots 103 and 104 are subsequently used as a hotel.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM
Unofficial Document

11. The text under Article VII, MISCELLANEOUS, Section 7.8, Modification or Amendment, is hereby deleted and in place thereof the following is hereby substituted, adopted, and made a part of the Declaration:

> Modification or Amendment. This Declaration may be amended and/or supplemented only by a writing signed by all of the Owners. No modification, waiver, amendment, discharge, or change of this Declaration shall be valid and effective unless the same is in writing and signed by all of the Owners and filed with the Recorder's Office. Any change, modification, amendment, or rescission which is made without the written consent of all of the Owners shall be null and void and of no effect. Each such modification, waiver, amendment, discharge, or change shall be recorded in the Office of the Recorder of Deeds for Boone County, Missouri, but shall in no event reduce or modify the obligation or right granted to or imposed upon the Trustees, in their capacity as trustees under ARTICLE VI above, to eliminate the requirement that there be a person or entity acting in such capacity unless some person or entity is substituted for the Trustees in such capacity with respect to such responsibilities and duties in a manner approved by the Director of the Community Development Department (or such successor position) of the City.

12. The text under Article VII, MISCELLANEOUS, Section 7.20, Notice of Transportation Development District, is hereby deleted and in place thereof the following is hereby substituted, adopted, and made a part of the Declaration:

> Notice of Transportation Development District. The boundaries of the TDD include the entire Project. The Owners have agreed to remove Lot 110, Lot 111, and the 15.07 Acre Tract from the TDD. The remainder of the Project shall remain within the boundaries of the TDD (the "TDD Area"). The Owners of Lot 111 and the 15.07 Acre Tract agree that any portions of Lot 111 or the 15.07 Acre Tract, which are used for the primary purpose of conducting retail sales to which the TDD sales tax would apply, shall be added to the TDD and included in the TDD Area, if the other Owners unanimously agree to add such portions of Lot 111 or the 15.07 Acre Tract to the TDD. The TDD was created for, among other things, the purpose of constructing certain roadway and related improvements serving the Project. The TDD has imposed or will impose a one-half of one percent (1/2%) sales tax to be levied upon retail sales within the TDD Area in accordance with the Judgment and Order Organizing a Transportation Development District dated February 26, 2007 by the Circuit Court of the County of Boone, Missouri, case number 06BA-CV05059. All Owners of land within the TDD Area shall, within a reasonable time following demand by any Owner or the TDD, execute any and all documents required by law for the imposition, collection, and payment of such sales taxes. Each Owner of land within the TDD Area agrees to vote for or otherwise approve modifications to the boundaries of the TDD, if necessary, to remove Lot 110, Lot 111, and the 15.07 Acre Tract and to comply with any and all rules and regulations of said TDD and any successor

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM
Unofficial Document

or replacement tax district imposing comparable sales tax obligations, whether pursuant to statute, adopting petition or ordinance, or board of directors action, and as the same may be adopted and amended from time to time, and to reasonably cooperate with the TDD and other Owners in the establishment and administration of same, including but not limited to promptly reporting sales and similar information and collecting and remitting the additional sales tax, all as directed by the relevant TDD authority. Each Owner of land within the TDD Area agrees not to vote for or otherwise impose additional TDD sales taxes or TDD assessments within the TDD Area unless there is unanimous consent to same from all of the Owners. Each Owner of land within the TDD Area, further agrees to give notice to any assignees, sublessees, tenants, Permittees, or other occupants of its Parcel or Parcels of the existence of the TDD in advance of such assignment, subletting, lease, or other permitted occupation or use of such Parcel or Parcels.

13. In Article VII, MISCELLANEOUS, a new Section 7.22 is hereby added, adopted, and made a part of the Declaration and placed immediately below Section 7.21, Exhibits, as follows:

7.22 Allocation of Square Footage The Project became subject to certain zoning requirements and a C-P development plan pursuant to Ordinance Number 020013, adopted by the City Council of the City of Columbia on August 18, 2008 (the "Ordinance"), which incorporates the terms and provisions of a Statement of Intent (the "SOI"). The Ordinance and SOI restrict the "Maximum Gross Square Footage of Building Floor Area on the entire Crosscreek Center Development" to 580,000 square feet if a new motor vehicle dealership is not placed on Lot 110 or 450,000 square feet if a new motor vehicle dealership is placed on Lot 110. Asset Plus does not intend to develop Lot 110 as a motor vehicle dealership; therefore, no allocation based on a 450,000 square feet maximum is provided herein by the Owners. Rather, the Owners intend to allocate 580,000 square feet (because no car dealership will be developed on Lot 110) as part of this Amendment.

To the extent that an Owner is required to count square feet of proposed or actual development within the Project against the applicable maximum under the Ordinance or SOI (i.e., any square footage is deducted from the 580,000 square feet maximum), except when "gross floor area" (defined below) is less than the square footage calculated by the City of Columbia, the following shall be the largest amount of square feet that may be deducted from the 580,000 square feet for portions of the Project listed below:

Lot 101 = 30,000

Lot 102 = 5,000

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM
Unofficial Document

Lots 103 and 104 combined = 200,000

Lot 105 = 8,700

Lot 106 = 4,000

Lot 107 = 4,000

Lot 108 = 8,000

Lot 109 = 10,000

Lot 110 = 380,000

Lots 111, 112, and the 15.07 Acre Tract combined = 30,300.

If any of the foregoing lots or tracts, or portions thereof, are combined, the square footage allocated to each lot or tract shall also be combined. In other words and for example, if Lots 106 and 107 are combined to contain a single development, the allocated square footage would be 8,000 or if Lot 106 is combined with one-half of Lot 107, the allocated square footage for the combination would be 6,000 and the allocated square footage for the remainder of Lot 107 would be 2,000.

Nothing contained herein shall limit an Owner of any lot or any portion of the Project from seeking and obtaining approval from the City of Columbia of modifications to the Ordinance or SOI that allow a larger number of maximum square feet for the entire Project or that remove the maximum square footage entirely. The Owners hereby consent to the actions that any other Owner may take to cause such modifications to occur and agree to execute any applications or requests that must be submitted to the City of Columbia as may be reasonably required to cause such modifications to occur. If any such Owner obtains approval of modifications to the Ordinance or SOI that increases the 580,000 square feet maximum by a finite amount, any such amount over 580,000 shall be allocated to the Project by such Owner as such Owner may determine in its sole, absolute, and unmitigated discretion.

Nothing contained herein shall prohibit an Owner of any lot or any portion of the Project from obtaining approval by the City of Columbia of any amount of square footage for development that is not counted against (does not reduce) the 580,000 square feet maximum in the Ordinance or SOI. However, any such approval must explicitly state the amount of square footage that is being counted against or not being counted against the 580,000 square feet maximum, so that other Owners can verify and rely upon the fact that the approved development does not include more square footage than is allocated under this Amendment.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM
Unofficial Document

For example, the square footage allocation provisions of this Amendment would not be violated if a development containing residential uses is approved and, as part of the approval, the City Council of the City of Columbia determines and affirmatively states (on the development plan or in an ordinance or resolution or the like) that the residential square footage does not count against (does not decrease) the 580,000 square feet maximum or otherwise identifies the number of square feet decreasing the 580,000 square feet maximum, which does not include the residential square footage, so long as whatever amount of square footage that does decrease the 580,000 square feet maximum is equal to or less than the amount allocated by this Amendment.

So long as development square footage on any portion of the Project does not count against the 580,000 square feet maximum under the Ordinance or SOI, it shall not count against the amount of square footage allocated under this Amendment. If development square footage decreases the 580,000 square feet maximum, the decrease shall be no larger than the square footage allocated under this Amendment, unless the applicable "gross floor area" (defined below) is less than such amount of such square footage calculation. If the 580,000 square feet maximum is eliminated, there shall be no square footage allocations and no restrictions as to square footage under this Amendment. If the 580,000 square feet maximum is increased by an Owner, the amount of increase shall be allocated within the Project by said Owner.

Notwithstanding any calculation of square footage by the City of Columbia or any other governing body applicable to the Project, including any calculation applicable to the "Maximum Gross Square Footage of Building Floor Area on the entire Crosscreek Center Development" pursuant to the Ordinance or SOI, there shall be no violation of the terms of this paragraph, and the Owner of the applicable portion of the Project shall have no liability to any other Owner hereunder or under applicable law, if such calculation of the square footage of development on any portion of the Project is greater than the amount allocated hereunder, so long as the calculation of "gross floor area" below results in an amount that is equal to or less than the amount of square footage allocated above in this paragraph. For the purposes of determining whether any portion of the Project complies with (is equal to or less than) the square footage allocated under this Amendment, the square footage of development on any portion of the Project shall be the gross floor area of the applicable buildings, which such "gross floor area" shall mean and shall be calculated as follows: the area within the inside perimeter of the exterior walls of a building, exclusive of vent shafts, courts, basements, porches, garages, patios, gazebos or other structures without surrounding exterior walls, corridors, carports, and decks. For example, if the

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM
Unofficial Document

City of Columbia determines that the development on Lot 102 contains 10,000 square feet and that the 580,000 square feet maximum is decreased by said 10,000 square feet, but the development on Lot 102 constitutes 5,000 square feet of "gross floor area" because 5,000 square feet is basement space, Lot 102 shall not have violated the provisions of this paragraph because it is allocated 5,000 square feet above and "gross floor area" is not greater than 5,000 square feet.

14. Subject only to the modifications and amendments made in this Amendment, the Declaration is hereby ratified. No amendments to the Declaration are intended or made other than as set forth in this Amendment. Capitalized terms used in this Amendment but not defined herein shall have the meanings given to those terms in the Declaration. This Amendment may be executed in multiple copies, each of which shall be deemed an "original" for all purposes.

GRANTORS:

MDS Real Estate Associates, LLC

By: _____
John States, Member

G2 Enterprises of Columbia, LLC

By: _____
Name: _____
Title: _____

Landmark Bank, NA

By: _____
Name: Andrew Beverley
Title: President, Landmark Bank - Columbia

MFA Oil Company

By: _____
Name: JAMES H. BELCHER
Title: SVP

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM

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Cameron P. Dunafon, Trustee of the C.P.D. Revocable Trust dated September 22, 2003 as amended on October 17, 2011

RVR Enterprises, Inc.

By: _____
Name: _____
Title: _____

GRANTEE:

Asset Plus Realty Corporation

By: _____
Mark Lindley, Senior Vice President

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM
Unofficial Document

Cameron P. Dunafon, Trustee of the C.P.D. Revocable Trust dated September 22, 2003 as amended on October 17, 2011

RVR Enterprises, Inc.

By: Ravi Puri
Name: RAVI PURI
Title: CEO/President

GRANTEE:

Asset Plus Realty Corporation

By: _____
Mark Lindley, Senior Vice President

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
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Cameron P. Dunafon, Trustee of the C.P.D. Revocable Trust dated September 22, 2003 as amended on October 17, 2011

RVR Enterprises, Inc.

By: _____
Name: _____
Title: _____

GRANTEE:

Asset Plus Realty Corporation

By: _____
Mark Lindley, Senior Vice President

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
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Unofficial Document

State of Missouri)
) ss.
County of Boone)

On this 9th day of May, 2012, before me personally appeared JOHN L. STATES, who upon his/her oath and upon being duly sworn, did state, affirm, and acknowledge that he is an authorized agent of **MDS Real Estate Associates, LLC**, a Missouri limited liability company, that he/she executed the foregoing on behalf of said limited liability company, as the free act and deed of said limited liability company, and pursuant to the authority vested in him/her to execute the foregoing by the members of said limited liability company, that the foregoing is binding in all respects upon said limited liability company, and that said limited liability company is duly empowered to enter into the foregoing.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my seal the day and year first above written.

Tracy A. Stock
Tracy A. Stock, Notary Public
Commissioned in Cooper County, MO

TRACY A STOCK
Notary Public – Notary Seal
STATE OF MISSOURI
Commission for Cooper County
My Commission Expires: June 26, 2012
Commission #08411999

My commission expires June 26, 2012

State of Missouri)
) ss.
County of Boone)

On this 9TH day of May, 2012, before me personally appeared GARY DREWING, who upon his/her oath and upon being duly sworn, did state, affirm, and acknowledge that he is an authorized agent of **G2 Enterprises of Columbia, LLC**, a Missouri limited liability company, that he/she executed the foregoing on behalf of said limited liability company, as the free act and deed of said limited liability company, and pursuant to the authority vested in him/her to execute the foregoing by the members of said limited liability company, that the foregoing is binding in all respects upon said limited liability company, and that said limited liability company is duly empowered to enter into the foregoing.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my seal the day and year first above written.

MARCIA RASMUSSEN
Marcia Rasmussen, Notary Public
Commissioned in Boone County, MO

My commission expires 12-15-12.

Marcia Rasmussen

MARCIA RASMUSSEN
Notary Public-Notary Seal
STATE OF MISSOURI
COUNTY OF BOONE
My Commission Expires: December 15, 2012
Commission # 08465380

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Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM

Unofficial Document

State of Missouri)
) ss.
County of Boone)

On this 9th day of MAY, 2012, before me personally appeared ANDREW BEVERLEY, who, upon his/her oath and upon being duly sworn, did state, affirm, and acknowledge that he/she is an authorized agent of **Landmark Bank**, a national banking association, and that he/she has executed this document on behalf of said entity as the free act and deed of said entity, and pursuant to the authority vested in him/her to execute this document by said entity, that the foregoing document is binding in all respects upon said entity, and that he/she is duly empowered by said entity to execute this document on said entity's behalf.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my seal the day and year first above written.

LISA D. MATTOX
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
BOONE COUNTY
MY COMMISSION EXP. APRIL 8, 2015
COMMISSION # 11510589

Lisa D. Mattox
LISA D. MATTOX, Notary Public
Commissioned in _____ County, MO

My commission expires _____.

State of Missouri)
) ss.
County of Boone)

On this 9th day of May, 2012, before me personally appeared James H. Belcher, who, upon his/her oath and upon being duly sworn, did state, affirm, and acknowledge that he/she is a member of and authorized agent for **MFA Oil Company**, a Missouri marketing cooperative, and that he/she has executed this document on behalf of said entity as the free act and deed of said entity, and pursuant to the authority vested in him/her to execute this document by said entity, that the foregoing document is binding in all respects upon said entity, and that he/she is duly empowered by said entity to execute this document on said entity's behalf.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my seal the day and year first above written.

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

BEVERELY H. PFEFFER
My Commission Expires
October 30, 2013
Boone County
Commission #09534550

Beverely H. Pfeffer
Beverely H. Pfeffer, Notary Public
Commissioned in Boone County, MO

My commission expires Oct. 30, 2013.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM

Unofficial Document

State of Missouri)
) ss.
County of Boone)

On this 10th day of May, 2012, before me personally appeared **Cameron P. Dunafon**, who, upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is the **Trustee of the CPD Revocable Trust dated September 22, 2003**, and that he has executed this document on behalf of said trust as the free act and deed of said trust, and pursuant to the authority vested in him to execute this document by said trust, that the foregoing document is binding in all respects upon said trust, and that he is duly empowered by the trust to execute this document on said trust's behalf.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my seal the day and year first above written.

Charles P. Cunningham, Notary Public
Commissioned in Boone County, MO

My commission expires April 19, 2016.

CHARLES P. CUNNINGHAM
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: April 19, 2016
ID, #12382062

State of Missouri)
) ss.
County of Boone)

On this ___ day of _____, 2012, before me personally appeared _____, who, upon his/her oath and upon being duly sworn, did state, affirm, and acknowledge that he/she is a member of and authorized agent for **RVR Enterprises, Inc.**, a Missouri corporation, and that he/she has executed this document on behalf of said entity as the free act and deed of said entity, and pursuant to the authority vested in him/her to execute this document by said entity, that the foregoing document is binding in all respects upon said entity, and that he/she is duly empowered by the operating agreement of said entity to execute this document on said entity's behalf.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at my office in Columbia, Missouri, the day and year first above written.

_____, Notary Public
Commissioned in _____ County, MO

My commission expires _____.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM

Unofficial Document

State of Missouri)
) ss.
County of Boone)

On this ___ day of _____, 2012, before me personally appeared **Cameron P. Dunafon**, who, upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is the **Trustee of the CPD Revocable Trust dated September 22, 2003**, and that he has executed this document on behalf of said trust as the free act and deed of said trust, and pursuant to the authority vested in him to execute this document by said trust, that the foregoing document is binding in all respects upon said trust, and that he is duly empowered by the trust to execute this document on said trust's behalf.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my seal the day and year first above written.

_____
_____, Notary Public
Commissioned in _____ County, MO

My commission expires _____.

State of Missouri)
) ss.
County of Boone)

On this 10th day of May, 2012, before me personally appeared Ravinder K. Puri, who, upon his/her oath and upon being duly sworn, did state, affirm, and acknowledge that he/she is a member of and authorized agent for **RVR Enterprises, Inc.**, a Missouri corporation, and that he/she has executed this document on behalf of said entity as the free act and deed of said entity, and pursuant to the authority vested in him/her to execute this document by said entity, that the foregoing document is binding in all respects upon said entity, and that he/she is duly empowered by the operating agreement of said entity to execute this document on said entity's behalf.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at my office in Columbia, Missouri, the day and year first above written.

_____
_____, Notary Public
Commissioned in Boone County, MO

My commission expires _____

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

VIVEK PURI
My Commission Expires
August 28, 2015
Boone County
Commission #11620039

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Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM

Unofficial Document

State of Texas)
) ss.
County of Harris)

On this 11 day of May, 2012, before me personally appeared Mark Lindley, who, upon his/her oath and upon being duly sworn, did state, affirm, and acknowledge that he/she is a member of and authorized agent for **Asset Plus Realty Corporation**, a Texas corporation, and that he/she has executed this document on behalf of said entity as the free act and deed of said entity, and pursuant to the authority vested in him/her to execute this document by said entity, that the foregoing document is binding in all respects upon said entity, and that he/she is duly empowered by the bylaws of said entity to execute this document on said entity's behalf.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at my office in Harris County, Texas, the day and year first above written.

TRACY L. SPEAKS
MY COMMISSION EXPIRES
April 23, 2016

Tracy Speaks, Notary Public
Commissioned in Harris County, TX

My commission expires April 23, 2016.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Recorded in Boone County, Missouri
05/31/2012 at 02:46:19 PM

Unofficial Document

EXHIBIT A

The Project

Lot 101 through Lot 112 of Crosscreek Center Plat 1 as shown by the plat recorded in Plat Book 42 at Page 22 of the Records of Boone County, Missouri and an unplatted tract of land adjacent to the southern portion of the plat being described as follows:

A portion of the West half (W ½) of the Northeast Quarter (NE ¼) of Section Twenty (20), Township Forty-eight North, Range Twelve (12) West of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missouri, and more particularly described as follows:

Beginning at a ½" iron pipe being the SE corner of the SW ¼ of the NE ¼ of Section 20 T 48 N, R 12 W; thence N 88° 48' 05" W, 1187.40 feet; thence N 18° 13' 30" E, 452.79 feet; thence N 64° 46' 35" E, 293.35 feet; thence S 87° 24' 40" E, 481.69 feet; thence N 51° 52' 55" E, 57.18 feet; thence N 10° 16' 05" E, 172.65 feet; thence N 53° 52' 40" E, 67.33 feet; thence S 76° 29' 50" E, 123.45 feet; thence S 31° 15' 25" E, 128.45 feet; thence S 01° 32' 30" W, 664.64 feet to the point of beginning and containing 15.07 acres.

Nora Dietzel, Recorder of Deeds