

539
INDENTURE OF TRUST
THE VILLAGES AT BARRINGTON DOWNS
ST. LOUIS COUNTY, MISSOURI

THIS INDENTURE, made and entered into this 11th day of February, 1988 by and between J. J. MASON OF MISSOURI, INC. ("Mason"), a Missouri corporation, TAYLOR-MORLEY-SIMON, INC. ("T-M-S"), a Missouri corporation, CLAYTON SAVINGS AND LOAN ASSOCIATION ("C.S.L"), a Missouri Association, J. R. MAYER MANAGEMENT COMPANY, ("Mayer"), a Missouri corporation, BARRINGTON DOWNS DEVELOPMENT CORPORATION ("Barrington Downs"), a Missouri corporation, COPPENBARGER HOMES, INC. ("Coppenbarger"), a Florida corporation, and MCBRIDE & SON ASSOCIATES, INC ("McBride") a Missouri corporation, hereinafter collectively referred to as "First Parties," and Lloyd L. Potts, Steven A. Mullen, Ronald E. Schmitt, Clara B. Pollock, John J. Breier, Barry Simon, J. Randall Mayer, Michael E. Witeaker, Gerald W. Kerr and Carl Lehne all of St. Louis County, Missouri and Ted J. Dettmer and Thomas E. Glosier of St. Charles County, Missouri, hereinafter referred to as "Trustees."

WITNESSETH THAT:

WHEREAS, Mason is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit A attached hereto and incorporated herein by reference; T-M-S and C.S.L, d/b/a Barrington Downs Partnership, are the owners of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit B attached hereto and incorporated herein by reference; Mayer is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit C attached hereto and incorporated herein by reference; Barrington Downs is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit E attached hereto and incorporated herein by reference; McBride is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit F attached hereto and incorporated herein by reference; and

WHEREAS, First Parties desire to jointly develop the real property described in Exhibits A through F hereof (collectively the "Properties") as part of a Mixed Use Development to be known as "The Villages at Barrington Downs";

WHEREAS, the Properties are part of a Mixed Use Development District known as The Villages at Barrington Downs approved by the St. Louis County Council, by Ordinance No. 13,381, 1987, pursuant to Section 1003.157 SLCRO; and

WHEREAS, the aforesaid Ordinance requires that provisions be made for the disposal of storm water from the Properties and for the maintenance and repair of storm water storage, disposal and sewer facilities on the Properties; and

WHEREAS, First Parties, being the owners of the Properties, desire to encumber the Properties with this Indenture.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the parties hereto COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors, or assigns, any of the lots, living units and parcels of land in the Villages at Barrington Downs, all as hereinafter set forth:

ARTICLE I
DURATION OF TRUST

The trust herein created shall continue until such time as all plats of the properties constituting a portion of the Mixed Use Development District have been vacated by the Count of St. Louis, Missouri or its successors. Notwithstanding anything herein to the contrary, the First Parties hereby give the right, power and authority to the Trustees to transfer to the St. Louis Metropolitan Sewer District (MSD) or any successor sewer district, and upon its acceptance, the easements in gross established by this Indenture so that the storm water storage, disposal and sewer facilities can be maintained by MSD or its successor. If MSD accepts the easements in gross described herein with respect to the Properties, the trust created herein shall terminate.

ARTICLE II
THE PROPERTIES AND DESIGNATION AND SELECTION OF TRUSTEES

1. **Original Trustees**. The original Trustees shall be Lloyd L. Potts, Steven A. Mullen, Ronald E. Schmitt, Clara B. Pollock, John J. Breier, Barry Simon, J. Randall Mayer, Michael E. Whiteaker, Gerald W. Kerr, Carl Lehne, Ted J. Dettmer, and Thomas E. Glosier, and who by their signatures hereto consent to serve in that capacity until their successors are elected or appointed as hereinafter provided. Should any additional property be made part of the Villages at Barrington Downs and subjected to the terms of this Indenture, then Mason shall have the right, by written instrument recorded in the St. Louis County Records, to amend this Indenture to increase the number of Trustees hereunder to a maximum of fourteen, and, by such instrument or by separate written instrument recorded in the St. Louis County Records to designate the additional original Trustees hereunder. Should an original Trustee or a successor Trustee appointed by the First Parties hereto resign (except pursuant to the provisions of the following paragraph), refuse to act, become disabled, or die, First Parties shall have the power to appoint, by duly written, recorded instruments, a successor Trustee who shall serve until his successor is elected by the Lot or Unit Owners in the manner hereinafter provided.

2. **Election of Trustees**. The properties subjected to this Indenture consist of the residential parcels and a day care center parcel as set forth on the Site Development Concept Plan of the Villages at Barrington Downs recorded in Plat Book 266, Pages 104 of the St. Louis County Records. The residential portion of the Villages at Barrington Downs have been divided into eleven "Villages", designated as Villages "A-J" and the multi-family parcel on the aforesaid Site Development Concept Plan. For purposes of this Indenture, the multi-family parcel shall be referred to as Village K. The Trustees hereunder shall be the persons serving as Trustees under the Subindenture for the Villages at Barrington Downs dated of even date herewith and recorded on February 24th, 1988 as DAILY NO. 540 together with the Trustee designated by the Owner of the day care center parcel. In addition thereto, should either the church site parcel or commercial retail parcel as depicted on the aforesaid Site Development Concept Plan be subjected to the terms of this Indenture, the Owners of each parcel shall be entitled to elect one Trustee hereunder and the number of Trustees shall be increased accordingly. Should any additional Property be added to the Villages at Barrington Downs and subjected to this Indenture which such addition creates and additional Village or Villages resulting in the number of Trustees under the Subindenture to be increased the number of Trustees hereunder shall likewise be increased and the persons serving as Trustee for such additional Villages under the Subindenture shall serve as Trustees hereunder.

ARTICLE III
MAINTENANCE EASEMENTS

The First Parties do hereby convey to the Trustees hereunder easements in gross for surface drainage, storm water control, ingress and egress for the maintenance and repair of storm water storage, disposal and sewer facilities on the Properties. The Trustees hereunder are hereby authorized to transfer the easements created under this paragraph to the St. Louis Metropolitan Sewer District (MSD) or any successor sewer district upon acceptance by MSD or such successor sewer district of those easements.

ARTICLE IV
SUBINDENTURES

Certain areas of the Properties may be developed as single-family residences and/or condominiums or other form of multi-family residences. In such case, a separate Declaration or Indenture subject and subordinate to this Indenture designating the portion of the Properties so involved will be recorded. A. "SUBINDENTURE OF TRUST AND RESTRICTIONS, THE VILLAGES AT BARRINGTON DOWNS, ST. LOUIS COUNTY, MISSOURI" dated an even date herewith and referred to in Article II, Paragraph 2 has been recorded in the St. Louis County Records. Additional Declarations or Indentures may also be filed. The Lots, Living Units and other parcels shall be subject to assessments as to the assessments provided in Article V hereof.

ARTICLE V
ASSESSMENT

The Trustees are authorized to make a uniform annual assessment upon each Lot and Living Unit within the Properties in a maximum amount equal to five percent (5%) of the annual assessment for each Lot and Living Unit under the aforesaid Subindenture dated of even date herewith and referred to in Article II, Paragraph 2 hereof for the purposes of maintaining and repairing storm water storage, disposal and sewer facilities located within the Properties. For purposes of this Indenture and the assessment hereunder. The day care center parcel shall be deemed to be the equivalent of 4.2 lots, the commercial retail center parcel shall be deemed the equivalent of 82 lots and the church site parcel shall be deemed to be the equivalent of 12.25 lots. Each such parcel, if subjected to the terms of this Indenture, shall be assessed in an amount equal to the amount of the assessment hereunder for Lots within the Properties multiplied by the number of Lots each such parcel is deemed to be the equivalent. Should such parcels be subdivided during the term of this Trust, the assessment hereunder shall be divided pro rata between such subparcels on an acreage basis.

The powers granted to the Trustees in this Section shall expire with the calendar year following the acceptance of such storm water facilities for maintenance by the St. Louis Metropolitan Sewer District or other appropriate governmental body or public utility.

Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of each owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot or Living Unit against which it applies. Each annual assessment shall be due on the date which

is thirty (30) days after such mailing or posting and shall become delinquent if not paid within thirty (30) days following such due date.

The assessment, together with any interest thereon and costs of collection including reasonable attorney's fees shall be a charge on and a continuing lien against the Lot or Living Unit or other parcel against which such assessment is made. Each such assessment, together with such interest thereon, costs of collection and reasonable attorney's fees shall also be the personal obligation of the person who is the Owner of such Lot or Living Unit or other parcel at the time the assessments are due. All assessments shall bear interest at the rate of one percent (1%) over the from time to time floating prime interest charge by Mercantile Bank National Association to its best most creditworthy customers from the date of delinquency until fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall cause to be executed and recorded (at the expense of the Owner of the affected Lot or Living Unit or other Property) release of said lien.

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings and loan association, pension or retirement fund, insurance company or federally insured mortgage) first mortgage now or hereafter placed upon any Lot of Living Unit or other Properties with respect to which the assessment has become due and payable prior to the sale or transfer shall not relieve such Lot or Living Unit or other Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The term "mortgage" or "mortgages" shall include any deed or deeds of trust.

The Trustees shall deposit the funds coming into their hands as Trustees under this Indenture in a bank protected by the Federal Deposit Insurance Corporation or a savings and loan association protected by the Federal Savings and Loan Insurance Corporation, the treasurer being bonded for the performance of his duties in an amount fixed by the Trustees. In the event funds on deposit with the Trustees are at any time insufficient for the purpose of this Indenture, the Trustees shall have the authority to borrow monies for such purposes, including loans from First Parties and to repay such loans out of future revenues and collections of the Trustees, the Trustees may deliver evidences of any such indebtedness and may secure any such loan including any loans from the First Parties, may bear interest at commercially reasonable rates.

ARTICLE VI GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture for the Properties:

1. **Actions by Trustees.** The Trustees are authorized to act through a representative, provided, however, that all acts of the Trustees shall be agreed upon by at least a majority of said Trustees. No Trustee shall be held personally responsible for his or her wrongful acts, and no Trustees shall be responsible for the wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the

Trustees, collectively or individually. The Trustees from time to time serving hereunder shall not be entitled to compensation or a fee for services performed pursuant to this Indenture. The owners of the Lot, Living Units and other Properties shall indemnify and hold the Trustees harmless from and against any and all liability, loss, damage, costs and expense, including reasonable attorney's fees and court costs which the Trustees may suffer or incur solely by the reason of being Trustees hereunder by reason of any action taken by the Trustees in good faith believed to be in the best interest of the Owners.

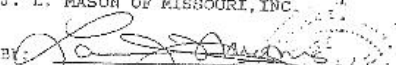
2. **Amendments.** The provisions hereof may be amended or modified or changed from time to time by Mason by recording an instrument of amendment in the Office of the Recorder of Deeds for the St. Louis County, Missouri, provided that any amendment, modification or change so adopted prior to completion of the development (conveyance of all Lots and Living Units at retail to Third Party residential homeowners) shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri. Without limiting the generality of the foregoing, this Indenture may be amended at any time and from time to time by Mason to add additional property to the Villages at Barrington Downs and to subject such additional property to the terms and restrictions herein contained by recording an instrument of amendment in the St. Louis County Records; upon the recording of such amendment, the applicable provisions of this Indenture relating to increase in the number of Trustees hereunder shall become operative. From and after completion of the development, the provisions herein may be amended, modified or changed by the written consent of two-thirds (2/3) of all the Owners, with any such amendment, modification or change shall reduce or modify the obligations of right granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County.

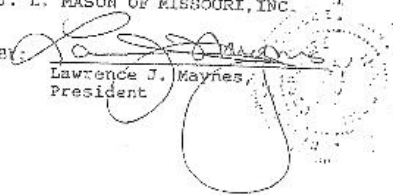
3. Severability. All covenants and agreements herein are expressly declared to be independent and not inter-dependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Properties or any Lot or Living Unit or other parcel in the Properties shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Properties, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

4. Assignment of First Parties' Rights. The rights, powers and obligations granted to First Parties may be assigned or transferred by First Parties, or any of them, in whole or in part, to any person or entity to whom First Parties, or any of them, sell, transfer or assign any of the Lots or Living Units or any other parcel within The Villages at Barrington Downs.

IN WITNESS WHEREOF, First Parties and the Trustees have executed this Indenture this 11th day of February, 1988.

"FIRST PARTIES"

J. L. MASON OF MISSOURI, INC.
BY: 
Lawrence J. Maynes
President



TAYLOR-MORLEY-SIMON, INC.

BY: *Barry Simon*
Barry Simon,
Vice President

CLAYTON SAVINGS AND LOAN
ASSOCIATION

BY: *John J. Bremer*
John J. Bremer
Executive Vice President

J.R. MAYER MANAGEMENT COMPANY

BY: *J. Randall Mayer*
J. Randall Mayer,
President

BARRINGTON DOWNS CORPORATION

BY: *Gerald W. Kerr*
Gerald W. Kerr,
Vice-President

COPPENBARGER HOMES, INC.

BY: *Thomas E. Glosier*
Thomas E. Glosier,
Vice-President

MCBRIDE & SON ASSOCIATES, INC.

BY: *Richard T. Sullivan, Jr.*
Richard T. Sullivan, Jr.
Executive Vice-President

"TRUSTEES"

Lloyd L. Potts
Lloyd L. Potts

Steven A. Mullen
Steven A. Mullen

Ronald E. Schmitt
Ronald E. Schmitt

Clara B. Pollock
Clara B. Pollock

John J. Bremer
John J. Bremer

Barry Simon
Barry Simon

Randall Mayer
Randall Mayer

Michael E. Whiteaker
Michael E. Whiteaker

Gerald W. Kerr
Gerald W. Kerr

Carl Lehne
Carl Lehne

Ted J. Dettmer
Ted J. Dettmer

Thomas E. Glogier
Thomas E. Glogier

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 14th day of February, 1988, before me appeared Lawrence J. Maynes, to me personally known, who, being by me duly sworn, did say that he is the President of J.L. MASON OF MISSOURI, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Lawrence J. Maynes acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Michael T. Falkner
Notary Public
Michael T. Falkner

My Commission Expires:
10-1-90

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 15th day of February, 1988, before me appeared Barry Simon, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of TAYLOR-MORLEY-SIMON, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said Barry Simon acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Pietro B. Hermal
Notary Public

My Commission Expires:
PETER B. HERMAL
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES APR 2, 1989

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 15th day of February, 1988, before me appeared John J. Breier, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Clayton Savings and Loan Association, an Association of the State of Missouri and that the seal affixed to the foregoing instrument is the seal of said association, and that said instrument was signed and sealed in behalf of said association by authority of its Board of Directors; and said John J. Breier acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

James M. Lorino
Notary Public

JAMES M. LORINO
My Commission Expires: OF MISSOURI
MY COMMISSION EXPIRES 2/28/91
ST. LOUIS COUNTY

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 15th day of February, 1988, before me appeared J. Randall Mayer, to me personally known, who, being by me duly sworn, did say that he is the President of J.R. MAYER MANAGEMENT COMPANY, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said J. Randall Mayer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Mary Beth Leach
Notary Public

My Commission Expires:
MARY BETH LEACH
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES OCT. 2, 1989

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 11th day of February, 1988, before me appeared Gerald W. Kerr, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of BARRINGTON DOWNS DEVELOPMENT CORPORATION, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Gerald W. Kerr acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

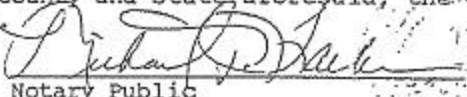

Notary Public

SHERRI R OUSE
NOTARY PUBLIC STATE OF MISSOURI
My Commission Expires:
MY COMMISSION EXP. NOV. 5, 1989
ISSUED UNDER MISSOURI NOTARY LAWS.

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 11th day of February, 1988, before me appeared Thomas E. Glosier, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of COPPENBARGER HOMES, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Boards of Directors; and said Thomas E. Glosier acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:

10-1-90

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 12th day of February, 1988, before me appeared Richard T. Sullivan, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice-President of MCBRIDE & SON ASSOCIATES, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Richard T. Sullivan acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires:

3/7/91

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 12th day of February, 1988, before me personally appeared Lloyd L. Potts, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

SHERIFF & CLERK
My Commission Expires:
ST. LOUIS CO.
MY COMMISSION EXP. NOV. 5, 1989
11282 11283 11284 11285 11286 11287 11288 11289 11290 11291 11292 11293 11294 11295 11296 11297 11298 11299 11300

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 12th day of February, 1988, before me appeared Steven A. Mullen, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires:

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 12th day of February, 1988, before me personally appeared Ronald E. Schmitt, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Therese M. Adams
Notary Public

SHERRI H. GRIFF
My Commission Expires:
MY COMMISSION EXPIRES NOV. 2, 1989
ISSUED FROM ST. LOUIS COUNTY

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 12th day of February, 1988, before me personally appeared Clara B. Pollock, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Therese M. Adams
Notary Public

My Commission Expires:
ISSUED FROM ST. LOUIS COUNTY

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 11th day of February, 1988, before me personally appeared John J. Breier, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Jamce M. Lorino
Notary Public

JAMCE M. LORINO
My Commission Expires:
MY COMMISSION EXPIRES 2/28/91
ST. LOUIS COUNTY

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 5th day of February, 1988, before me personally appeared Barry Simon, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Rietta B. Hannel
Notary Public



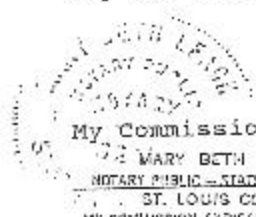
My Commission Expires:
RIETTA B. HANDEL, NOTARY PUBLIC
COUNTY OF ST. LOUIS, STATE OF MISSOURI
COMMISSION EXPIRES APRIL 2, 1989

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 15th day of February, 1988, before me personally appeared J. Randall Mayer, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Mary Beth Leach
Notary Public



My Commission Expires:
MARY BETH LEACH
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES OCT. 28, 1988

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 15th day of February, 1988, before me personally appeared Michael E. Whiteaker, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Mary Beth Leach
Notary Public



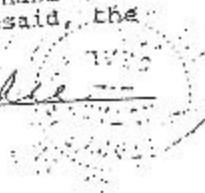
My Commission Expires:
MARY BETH LEACH
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES OCT. 28, 1988

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 14th day of February, 1988, before me personally appeared Gerald W. Kerr, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Sherril M. Ouse
Notary Public



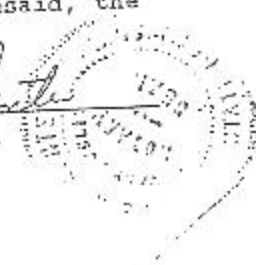
SHERRIL M OUSE
NOTARY PUBLIC STATE OF MISSOURI
My Commission Expires:
MY COMMISSION EXP. NOV. 5, 1990
LICENSED THRU MISSOURI NOTARY ASSOC.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss

On this 12th day of February, 1988, before me personally appeared Carl Lehne, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Clara R. Wentz
Notary Public
CLARA R. WENTZ



My Commission Expires:

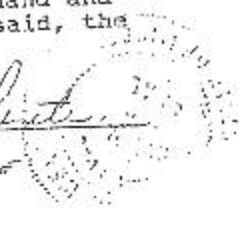
2/7/91

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss

On this 12th day of February, 1988, before me personally appeared Ted J. Dettmer, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Clara R. Wentz
Notary Public
CLARA R. WENTZ



My Commission Expires:

3/7/91

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss

On this 17th day of February, 1988, before me personally appeared Thomas E. Glosier, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public
MICHAEL T. FAWCETT


My Commission Expires:

10-1-90