

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 13

County of Boone

} ea.

In the County Commission of said county, on the

14th

day of March

20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 10-27FEB13 – Law Enforcement Uniforms Term and Supply to Alamar Uniforms of Kansas City, LLC. The terms of this agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 14th day of March, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: March 11, 2013
RE: 10-27FEB13 – Law Enforcement Uniforms Term and Supply

10-27FEB13 – Law Enforcement Uniforms Term and Supply opened on February 27, 2013. Two bids were received and the Sheriff Department recommends award by low bid to Alamar Uniforms of Kansas City, LLC.

This is a term and supply contract and invoices will be paid from departments 1251 Sheriff, 2901 Sheriff Operations LE Sales Tax, 1255 Corrections and 2902 Corrections LE Sales Tax, account 23300 – Uniforms.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Leasa Quick, Sheriff Dept.
Chad Martin, Sheriff Dept.
Bid File

10-27FEB13 - Law Enforcement Uniforms

BID TABULATION		ALAMAR UNIFORM			RED THE UNIFORM TAILOR		
	Item	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price
4.14.	PRICING - Any substitution item submitted must meet or exceed the minimum specifications.						
4.14.1.	Long Sleeve Shirts-Elbeco Duty Plus, Material content to be 65% dacron polyester and 35% rayon, 10 ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17 1/2).						
	Comparable Substitution:	Elbeco 582 Mens; 9582LC Womens			Oversizes start at 18 1/2; 80% polyester/20% rayon		
	Men's Sizes	\$44.79	60	\$2,687.40	\$45.50	60	\$2,730.00
	Women's Sizes	\$44.79	10	\$447.90	\$45.50	10	\$455.00
	Standard Oversize Charge Cost Per Incremental Size Over XXL	\$0.00		\$0.00	\$54.60		\$0.00
4.14.2.	Short Sleeve Shirts-Elbeco Duty Plus, Material content to be 65% dacron polyester and 35% rayon, 10 ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17 1/2).						
	Comparable Substitution:	Elbeco 5582 mens; 9782 LC womens			Oversizes start at 18 1/2; 80% polyester/20% rayon		
	Men's Sizes	\$40.76	60	\$2,445.60	\$41.40	60	\$2,484.00
	Women's Sizes	\$40.76	10	\$407.60	\$41.40	10	\$414.00
	Standard Oversize Charge Cost Per Incremental Size Over XXL	\$0.00		\$0.00	\$51.75		\$0.00
4.14.3.	Clip on Ties						
	Regular Size	\$4.00	10	\$40.00	\$5.75	10	\$57.50
	Extra Long	\$4.25	5	\$21.25	\$5.75	5	\$28.75
	Brand/Model	Samuel/Broome 90001					
4.14.4.	Baselayer Short Sleeve Crew Neck Under Shirt (Comparable to Under Armour "Heat Gear" Fitted style) Color MUST match color of Turtleneck Shirt submitted on item 4.14.5.						
	Comparable Substitution:	Under Armour TAC TechT Army Brown; 100% Polyester					
	Men's Sizes	\$17.68	100	\$1,768.00	NO BID	100	
	Women's Sizes	\$17.68	10	\$176.80	NO BID	10	
	Standard Oversize Charge Cost Per Incremental Size Over XXL			\$0.00			\$0.00
4.14.5.	Regulation Elbeco ELB 8601 Turtleneck Shirt: Pre-shrunk 100% cotton jersey knit.						
	Comparable Substitution:	Elbeco Discontinued. Item: Blauer 8110X. Cotton & lycra. Elbeco has 1,000 pieces all sizes \$17.50. Once gone, no addition of stock to be manufactured					
	Unisex	\$21.50	100	\$2,150.00	NO BID	100	
	Standard Oversize Charge Cost Per Incremental Size Over XXL	\$0.00		\$0.00	NO BID		\$0.00
4.14.6.	Blauer 8560 / 8560W Trousers: 75/25 wool blend with 10% stretch; 2 hip pockets.						
	Comparable Substitution:	Blauer 8560; 8560W			RTUT Custom, no silicone creases. Ratford 6038. 75/25 polyester/NOV		
	Men's Sizes	\$75.93	60	\$4,555.80	\$72.35	60	\$4,341.00
	Women's Sizes	\$75.93	10	\$759.30	\$72.35	10	\$723.50
	Standard Oversize Charge Cost Per Incremental Size Over XXL	\$0.00		\$0.00	\$0.00		\$0.00
4.14.7.	Spiewak Style #S1780 WatherTech Tactical Response Parka						
	Unisex	\$183.76	5	\$918.80	NO BID	5	

10-27FEB13 - Law Enforcement Uniforms

BID TABULATION		ALAMAR UNIFORM			RED THE UNIFORM TAILOR		
	Item	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price
	Standard Oversize Charge Cost Per Incremental Size Over XXL	\$0.00		\$0.00	NO BID		\$0.00
4.14.8	Spiewak Style #S3816 WeatherTech Systems Duty Jacket **NO SUBSTITUTIONS ALLOWED**						
	Unisex	\$99.96	10	\$999.60	NO BID	10	
	Standard Oversize Charge Cost Per Incremental Size Over XXL	\$0.00		\$0.00	NO BID		\$0.00
4.14.9	Spiewak Style #S327 Public Safety Performance Fleece/Liner **NO SUBSTITUTIONS ALLOWED**						
	Unisex	\$83.80	15	\$1,257.00	NO BID	15	
	Standard Oversize Charge Cost Per Incremental Size Over XXL	\$0.00		\$0.00	NO BID		\$0.00
4.14.10	5.11 4-in-1 Patrol Jacket Style #48027						
	Unisex	\$207.75	10	\$2,077.50	NO BID	10	
	Standard Oversize Charge Cost Per Incremental Size Over XXL			\$0.00	NO BID		\$0.00
	Brand/Model	Spiewak SH3466 w/ 5319 Jacket Liner					
4.14.11	Stratton Winter Felt Uniform Hat						
	Comparable Substitution:						
	Unisex	\$110.00	5	\$550.00	\$108.60	5	\$543.00
4.14.12	Stratton Summer Straw Uniform Hat						
	Comparable Substitution:						
	Unisex	\$73.57	5	\$367.85	\$73.95	5	\$369.75
4.14.13	Reversible Raincoat - Blauer 26890 Rain Jacket						
	Comparable Substitution:	Blauer 26990					
	Unisex	\$104.00	10	\$1,040.00	NO BID	10	
	Standard Oversize Charge Cost Per Incremental Size Over XXL	\$0.00		\$0.00	NO BID		
	Optional Hood	\$9.45		\$0.00	NO BID		
4.14.14	Elbeco E616RN Tek 2 Cargo Trousers - no substitutions						
	Men's Sizes	\$61.20	100	\$6,120.00	\$54.75	100	\$5,475.00
	Women's Sizes	\$61.20	10	\$612.00	\$54.75	10	\$547.50
	Standard Oversize Charge Cost Per Incremental Size Over XXL	\$0.00		\$0.00	\$60.88		\$0.00
4.14.15	Trouser: Blauer 8810X - Side Pocket Cotton Blend Trousers - no substitutions						
	Men's Sizes	\$58.05	50	\$2,902.50	NO BID	100	
	Women's Sizes	\$58.05	5	\$290.25	NO BID	10	
	Standard Oversize Charge Cost Per Incremental Size Over XXL	\$0.00		\$0.00	NO BID		\$0.00
4.14.16	Minimum discount for all product lines introduced after inception of the contract, and all existing lines not specified herein			15%			10%
Totals:							
Maximum % Increase for 1st Renewal		4%			4%		
Maximum % Increase for 2nd Renewal		4%			4%		
COOP?		NO			NO		

10-27FEB13 - Law Enforcement Uniforms

BID TABULATION		ALAMAR UNIFORM			RED THE UNIFORM TAILOR		
	Item	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price
	Delivery ARO	10-14 DAYS			30-75 DAYS		

No Bids
Joy Corporation, Inc.

Received One Late Bid - returned to sender
Southern Uniform & Equipment

**PURCHASE AGREEMENT
FOR
Law Enforcement Uniforms Term and Supply**

THIS AGREEMENT dated the 14th day of March 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Alamar Uniforms of Kansas City, LLC**, herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Law Enforcement Uniforms Term and Supply**, County of Boone Request for Bid, bid number **10-27FEB13**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **February 18, 2013** and executed by **Steve Zalkin**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchasing Agreement, the Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the **date of award and extend through December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Law Enforcement Uniforms as specified and responded to in the bid specifications All products will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. The County reserves the right to request quotes from all contracted suppliers and determine which contracted supplier to use based on price and proposed schedule.

4. Delivery - Contractor agrees to deliver uniform items as stated above to the Boone County Sheriffs Department within 10-14 days ARO. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB destination.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriffs Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

ALAMAR UNIFORMS OF KANSAS CITY, LLC

BOONE COUNTY, MISSOURI

by 

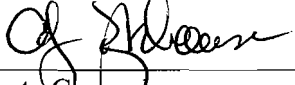
by: Boone County Commission

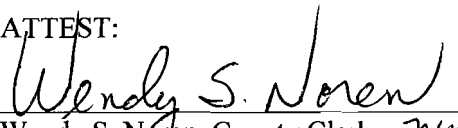
title President


Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


ATTEST:


County Counselor


Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION

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

	1251, 1255, 2901, 2902 / 23300- Term and Supply
Signature	Date <u>03/11/2013</u> No Encumbrance Required
	Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

4. Response Form

4.1. Company Name: Alamar Uniforms

4.2. Address: 207 Armour Road

4.3. City/Zip: North Kansas City, mo. 64116

4.4. Phone Number: 816-363-6700

4.5. Fax Number: 816-363-6793

4.6. E-Mail Address: AlamarKC@aol.

4.7. Federal Tax ID: 47-0833359

- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.8. Delivery After Receipt of Order: 10-14 Days

4.9. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

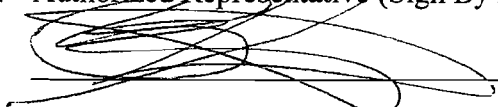
4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes No

4.11. Maximum Percentage Increase for 4 % 1st Renewal 4 % 2nd Renewal

4.12. Delivery Days After Receipt of Order: 10-14 Days

4.13. **Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.**

4.13.1. Authorized Representative (Sign By Hand):

 Date: 2-18-13

4.13.2. Print Name and Title of Authorized Representative

Steve Zalkin Date: 2-18-13



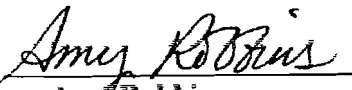
BOONE COUNTY, MISSOURI
Request for Bid #: 10-27FEB13 – Law Enforcement Uniforms Term & Supply

ADDENDUM #1 - Issued February 19, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

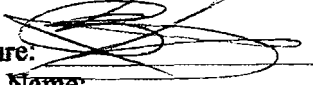
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. **Replace Section 4.14 Pricing with the attached revised pricing section.**
Two additional items (4.14.15. & 4.14.16.) have been added.

By: 
Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid #10-27FEB13 – Law Enforcement Uniforms Term & Supply receipt of which is hereby acknowledged:

Company Name: Alamar Uniforms
Address: 207 Armour Road
North Kansas City, Mo. 64116
Phone Number: 816-363-6700 Fax Number: 816-363-6793
E-mail address: AlamarKCEAOL.com

Authorized Representative Signature:  Date: 2-22-13
Authorized Representative Printed Name: _____

	<p>successful vendor.</p> <p>Comparable Substitution (Fabric Sample MUST be attached): <u>Elbeco 5587 Men's</u> <u>9782 LC Womens</u></p> <p>Material Content: _____</p>			
4.14.3.	<p>Clip On Ties</p> <ul style="list-style-type: none"> • Color – Brown • 2 Lengths: 18" and 22" • Button hole feature to hold tie in place • Tie width at widest point shall be 3" <p><u>Samuel Brane 90001</u></p>	<p>REGULAR SIZE \$ <u>4.00</u></p> <p>EXTRA LONG \$ <u>4.25</u></p>	<p>10</p> <p>5</p>	<p>\$ <u>40.00</u></p> <p>\$ <u>21.25</u></p>
4.14.4.	<p>Baselayer Short Sleeve Crew Neck Under Shirt (Comparable to Under Armour "Heat Gear" Fitted style)</p> <p>Color MUST match color of Turtleneck Shirt submitted on item 4.14.5</p> <ul style="list-style-type: none"> • 4-Way Stretch fabric improves range of motion and dries faster • Moisture wicking technology • Anti-Odor technology prevents growth of odor-causing microbes • Smooth seams prevent chafing • 4.7 oz Polyester/Elastane (or comparable) <p>Comparable Substitution (Fabric Sample MUST be attached): <u>Under Armour TAC</u> <u>TechT Army Brown</u></p> <p>Material Content: <u>100% Polyester</u></p>	<p>MEN'S SIZES \$ <u>17.68</u></p> <p>WOMEN'S SIZES \$ <u>17.68</u></p> <p><u>Wisex</u></p>	<p>100</p> <p>10</p>	<p>\$ <u>1,768.00</u></p> <p>\$ <u>176.80</u></p>
4.14.5.	<p>Regulation Elbeco ELB 8601 Turtleneck Shirt – Pullover type mock turtleneck with side seams, full neck heights, and long sleeves.</p> <ul style="list-style-type: none"> • Color – Dark Brown • Must be pre-shrunk 100% combed-cotton jersey knit 7.25 ounce • Neck and cuffs Lycra Spandex • Body material to 1 x 1 jersey knit consisting of 100% combed cotton • Body, collar, and neck material shall be properly finished to resist piling • Sleeves to be set-in type with rib knit cuffs • All stitches, seams and stitching shall conform to FED-STD-751 	<p>\$ <u>21.50</u></p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL \$ <u>Ø</u></p>	<p>100</p>	<p>\$ <u>2,150.00</u></p>

	<p>Comparable Substitution (Fabric Sample MUST be attached): <u>Elbeco Discontinued</u></p> <p>Item: <u>Blauer 8110X</u></p> <p>Material Content: <u>Cotton and lycra</u></p> <p><u>Elbeco has 1000 pieces All sizes #17.50</u> <u>ONCE ONE LINE Additional Stock to be manufactured</u></p>			
4.14.6.	<p>Blauer 8560 X 8560W Trousers</p> <ul style="list-style-type: none"> • Color: Brown • Worsted 14.5 oz. serge weave washable 75/25 wool blend with 10% stretch • Stretch waistband construction with 2 bead silicone shirtgrip and double hooks • Silicone crease retention process • Front quarter pocket styling • 2 hip pockets • Strong and comfortable cotton blend pocketing • Heavy-duty nylon fly zipper with auto-lock slider • Split-seam tailored construction • Thigh let-outs accommodate athletic builds • Extra-strenght tandem-needle seat seam • 1/8" gold striping sewn into the outer seam of pant running from bottom of front pocket down with no visible stitches. A top stitched strip will not be acceptable. <p>Comparable Substitution (Fabric Sample MUST be attached): _____</p> <p><u>Blauer 8560 8560W</u></p> <p>Material Content: _____</p>	<p>MEN'S SIZES</p> <p>\$ 75.93 60 \$ <u>4,555.80</u></p> <p>WOMEN'S SIZES</p> <p>\$ <u>75.93</u> 10 \$ <u>759.30</u></p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ <u>Ø</u></p>		
4.14.7.	<p>Spiewak Style #S1780 WeatherTech Tactical Response Parka</p> <p>NO SUBSTITUTIONS ALLOWED</p> <ul style="list-style-type: none"> • Color - Black • Front and back yokes with mesh-lined upper torso for increased airflow • Outershell can be worn alone as a waterproof, breathable raincoat or windbreaker • Performance sleeve allows complete range of motion, pit zips allow ventilation • Removable liner options – Styles S327, S525V, S526CF zip into parka • Snap closure side vent zippers allow access to equipment • Waterproof, breathable three-piece drop-in hood 	<p>\$ <u>183.76</u> 5 \$ <u>918.80</u></p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ <u>Ø</u></p>		
4.14.8.	<p>Spiewak Style #S3616 WeatherTech Systems Duty Jacket</p>			

	<p>NO SUBSTITUTIONS ALLOWED</p> <ul style="list-style-type: none"> • Color - Black • High performance nylon shell and WeatherTech® waterproof, windproof, breathable lining with sealed seams • Pit zips under sleeves allow ventilation • Several jackets can zip into this parka for full winter protection • Snap closure side vent zippers allow access to equipment • Three-piece waterproof, windproof, breathable drop-in hood with draw cords • Two zippered security pockets under front double placket 	<p>\$ <u>99.96</u></p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ <u>Ø</u></p>	10	\$ <u>999.66</u>
4.14.9.	<p>Spiewak Style #S327 Public Safety Performance Fleece/Liner</p> <p>NO SUBSTITUTIONS ALLOWED</p> <ul style="list-style-type: none"> • Color - Black • Epaulets with integrated mic tab • High quality non-pill micro fleece with Tactel® shell at high stress areas • Power hook and loop closure on elastic cuff • Shock corded waist draw cord with snap tabs to secure inside the garment • Structured support for reinforcement on shoulders and elbows • Zippered front fly 	<p>\$ <u>83.80</u></p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ <u>Ø</u></p>	15	\$ <u>1257.00</u>
4.14.10.	<p>5.11 4-in-1 Patrol Jacket Style #48027</p> <ul style="list-style-type: none"> • Color - Brown • Waterproof and breathable • Double storm flaps • Hidden chest document pockets • YKK zippers, Mic clips, and Badge Tabs • Removable ID panels on left and right chest • Removable ID panel on back • Elastic/Velcro wrist bands • Fleece inner jacket • Detachable hood • Side Zippers for ventilation and access to sidearm • Back-Up Belt System™ compatible <p>Comparable Substitution (Fabric Sample MUST be attached): _____</p> <p><u>Discontinued</u></p> <p>Material Content: _____</p>	<p>MEN / WOMEN SIZES</p> <p>\$ <u>No B.D</u></p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p>	10	\$ _____
4.14.11.	<p>Stratton Winter Felt Uniform Hat</p> <ul style="list-style-type: none"> • Construction must be equal to or better than 			

	<p>the Stratton S68 Special also listed as the F-40 Campaign Style Felt Hat</p> <ul style="list-style-type: none"> • 2 piece behind the head strap and 1 piece around the top leather swivel hat strap to be included with each • Color: Brown (both hat and leather) 	\$ <u>110.00</u>	5	\$ <u>550.00</u>
4.14.12.	<p>Stratton Summer Straw Uniform Hat</p> <ul style="list-style-type: none"> • Construction must be equal to or better than the Stratton S-40DB hat also known as the Campaign Style or Montana Peak Summer Straw Hat • 2 piece behind the head strap and 1 piece around the top leather swivel hat strap to be included with each • Color: Brown (both hat and leather) 	\$ <u>73.57</u>	5	\$ <u>367.85</u>
4.14.13.	<p>Reversible Raincoat – Blauer 26990 Rain Jacket</p> <ul style="list-style-type: none"> • One-ply Tech-Lite urethane-coated 200-denier oxford nylon fabric reverses to hi-viscolor • ANSI/ISEA 107-2004 Class II Certified Hi-vis yellow only • 2" SCOTCHLITE reflective trim on hi-vis side around chest and cuffs • Seams sealed with thermal tape • Snap-over fly front • Snap equipment side opening • Special facings prevent yellow "peek through" • Go through hook and loop closed side openings • Badge tab on black side only • 40" long • 3" Reflective SHERIFF on back of jacket (hi-vis side only) • 123 is snap-on hood (option) <p>Comparable Substitution: _____</p> <p>Material Content: <u>Blauer 26990</u></p>	<p>\$ <u>104.00</u></p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ <u>Ø</u></p> <p>Optional Hood</p> <p>\$ <u>9.45</u></p>	10	\$ <u>1040.00</u>
4.14.14.	<p>Trouser: Elbeco E615RN Tek 2 Cargo Trousers</p> <p>NO SUBSTITUTIONS ALLOWED</p> <ul style="list-style-type: none"> • Color: Brown • Two rear pockets with button tabs • Traditional lined belt loops • Bar tacks at key stress points for durability • Weight: 7.0-7.25 oz/sq yd – 11.5-12 oz/linear yd • Double-ply crotch lining for comfort and durability • Creaset® front and back permanent military 	<p>MEN'S SIZES</p> <p>\$ <u>61.20</u></p> <p>WOMEN'S SIZES</p> <p>\$ <u>61.20</u></p> <p>STANDARD OVERSIZE CHARGE COST</p>	100 10	<p>\$ <u>6,120.00</u></p> <p>\$ <u>612.00</u></p>

	Material Content: _____ _____			
4.14.14.	<p>Trouser: Elbeco E615RN Tek 2 Cargo Trousers **NO SUBSTITUTIONS ALLOWED**</p> <ul style="list-style-type: none"> • Color: Brown • Two rear pockets with button tabs • Traditional lined belt loops • Bar tacks at key stress points for durability • Weight: 7.0-7.25 oz/sq yd -- 11.5-12 oz/linear yd • Double-ply crotch lining for comfort and durability • Creaset® front and back permanent military creases • Double hook and eye waist closure for extra support prevents roll over • Also available in shorts • Melamine high impact buttons • Pressed-open, tailored seam construction for a professional appearance • Nano Fluid Repellency technology repels fluids • Machine washable • Fabric: 65% polyester / 35% cotton - stretch twill weave • Two back billy pockets • Extra-deep quarter-top front pockets • Two dual-compartment cargo pockets--hidden zipper behind, inverted pleat pocket underneath flap with hook and loop closure • French fly for additional support • DutyFit™ no-contraption waistband allows for stretch while keeping shirt tucked in • Covert stretch memory waistband provides up to 3" of additional room for comfort • Triple stitch crotch construction prevents blowouts • Available in Ladies Choice 	<p>MEN'S SIZES \$ _____</p> <p>WOMEN'S SIZES \$ _____</p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL \$ _____</p>	<p>100</p> <p>10</p>	<p>\$ _____</p> <p>\$ _____</p>
4.14.15.	<p>Trouser: Blauer 8810X - Side Pocket Cotton Blend Trousers **NO SUBSTITUTIONS ALLOWED**</p> <ul style="list-style-type: none"> • Color: Brown • Relaxed fit for freedom of movement • Silicone creases retention process • Front quarter pocket styling • Pleated double thigh pockets with 3M™ 	<p>MEN'S SIZES \$ <u>58.05</u></p> <p>WOMEN'S SIZES \$ <u>58.05</u></p>	<p>50</p> <p>5</p>	<p>\$ <u>2,902.50</u></p> <p>\$ <u>290.25</u></p>

	<p>SCOTCHLITE™ striping under pocket flap and hidden cell phone pocket and equipment tunnels</p> <ul style="list-style-type: none"> • 2 hip pockets with button tabs • Strong and comfortable cotton belend pocketing • Heavy-duty nylon fly zipper with auto-lock slider • Split-seam tailored construction • Thigh let-outs accommodate athletic builds • Extra-strength tandem-needle seat seam 	<p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ <u> </u></p>	
4.14.16.	<p>Minimum discount for all product lines introduced after inception of the contract, and all existing lines not specified herein:</p>		<p><u>15</u> %</p>



BOONE COUNTY, MISSOURI
Request for Bid #: 10-27FEB13 – Law Enforcement Uniforms Term & Supply

ADDENDUM #2 - Issued February 21, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Paragraph 4.14.10, 4-in-1 Patrol Jacket Style #48027 has been discontinued. Please bid an item that is comparable. Besides pricing, include brand and model number. Also include any descriptive literature. *Spiewak SH3466 w/ 5319 Jacket Lining #207.75*
2. Paragraph 4.14.13., Reversible Raincoat – Blauer 26990 Rain Jacket, change the length from 40" to 48".

By: _____
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid #10-27FEB13 – Law Enforcement Uniforms Term & Supply receipt of which is hereby acknowledged:

Company Name: Alamar Un. forms
Address: 207 Armour Road
North Kansas City, MO. 64116
Phone Number: 816-363-6700 Fax Number: 816-363-6793
E-mail address: AlamarKC@aol.com
Authorized Representative Signature: _____ Date: 2-25-13
Authorized Representative Printed Name: Steve Lukin

GOOD BETTER BEST
SH3466

WEATHERTECH® SYSTEMS AIRFLOW DUTY JACKET NEW!!!

- Updated SH3465: Shell only (no accompanying Thinsulate/fleece liner). Jacket/Liners S318, S319V, S327, S525V & S526CF zip-in for insulation
- High performance Tactel® shell and WeatherTech® waterproof, windproof, breathable lining with sealed seams engineered to keep you warm and dry in all weather conditions
- Performance sleeve allows complete range of motion
- Three-piece waterproof, windproof, breathable drop-in hood with extended front bill
- Front and back rain shed yokes with snap closure and mesh lining for increased airflow, with zippered pockets hidden under front yokes
- Functional Pit-Zips for ventilation
- Side vent zippers allow access to equipment
- Two-way front fleece-lined bellowed pockets
- Two vertical zip pockets with cell phone pocket inserts
- Double storm front placket with full zip-to-the-neck collar and pen pocket on center left placket
- Two center placket map pockets with pen pocket inserts
- Mic-Sling options snap under right and left epaulets
- Snap-up feature to shorten length to 3 adjustable positions
- Two zippered inside pockets
- Access zipper located inside bottom of jacket lining for customization
- Washable, do not dry clean

Related Products:

- S1785 - WeatherTech® Tactical Response Pant
- S318 - Spiewak Performance Softshell Jacket/Liner
- S319V - VizGuard® Performance Softshell Jacket/Liner
- S327 - Public Safety Performance Fleece Jacket/Liner
- S525V - VizGuard® Systems Fleece-Lined Jacket/Vest/Liner
- S526CF - Career Fashion Tritel® Systems Jacket/Liner

LENGTH: 28"

- COLORS:
- BLACK 003
 - DARK NAVY 011
 - POLICE GREEN 021
 - BROWN 030



- SIZES:
- REG: S - 5XL
 - LNG: M - 6XL



LINERS:

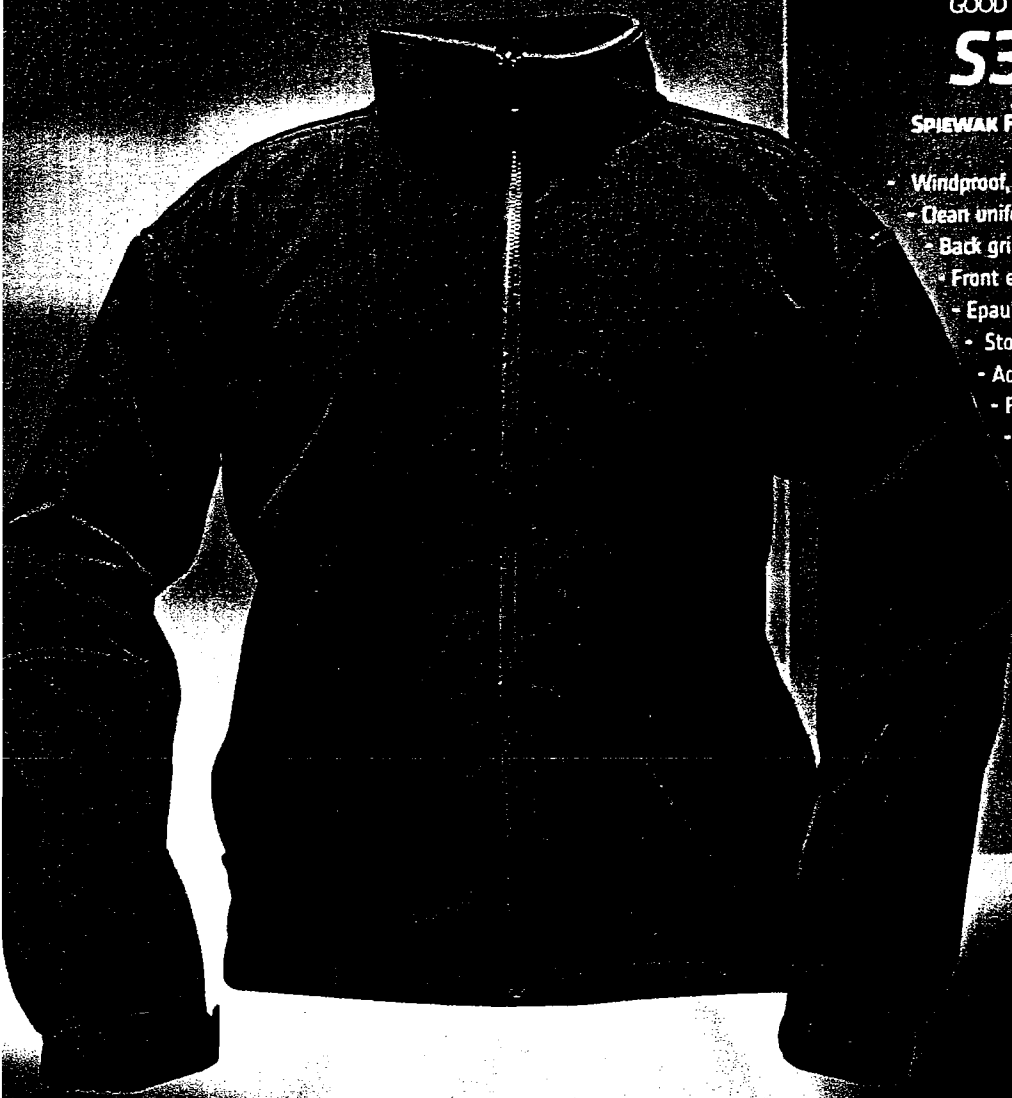
-  S327 p.21
-  S526CF p.26
-  S318 p.16

-  S525V p.39
-  S319V p.30



key features

- Zip-in one of several liner options for customized protection
- Bottom draw cord seals out drafts
- Side vent zippers option for additional charge
- Front elasticized shockcords with keeper snaps



GOOD _ BETTER _ BEST _

S318

SPIEWAK PERFORMANCE SOFTSHELL JACKET / LINER

- Windproof, waterproof, breathable membrane (seams not sealed)
- Clean uniform appearance
- Back gripper waist band
- Front elasticized shockcords with keeper snaps
- Epaulets with mic holders
- Storm fly front behind zipper for added wind protection
- Adjustable power hook and loop cuffs
- Full zip to the neck collar
- Tricot-lined sleeves and pockets
- Washable, do not dry clean
- Side vent zippers option for additional charge

LENGTH: 27" (Large Regular)

COLORS: BLACK 003
 DARK NAVY 011
 POLICE GREEN 021
 BROWN 030

SIZES: REG: S - 5XL
 LNG: M - 5XL

FITS INTO THESE	S1780	P22
OUTERSHELLS:	S3616	P18
	S578V	P32
	S577V	P39
	S577CF	P26
	S1591	P27
	SH3466	P20
	S3818	P19
	S588VT	P17

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steve ZALKIN President
Name and Title of Authorized Representative

 Signature
2-19-13 Date

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Alamar Uniforms (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 212428

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 212428

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Alamar Uniforms**

Steve Zalkin

Name (Please Type or Print)

President

Title

Electronically Signed

Signature

05/11/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/11/2009

Date

Company ID Number: 212428

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Alamar Uniforms

Company Facility Address: 207 Armour Road

North Kansas City, MO 64116

Company Alternate
Address:

County or Parish: CLAY

Employer Identification

Number: 470833359

North American Industry
Classification Systems

Code: 448

Parent Company: _____

Number of Employees: 10 to 19

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

Company ID Number: 212428

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Steve Zalkin**
Telephone Number: **(816) 363 - 6700**
E-mail Address: **alamarkc@aol.com**

Fax Number: **(816) 363 - 6793**

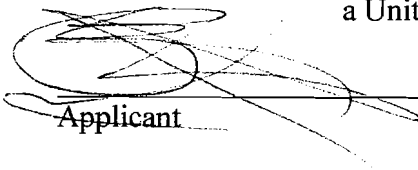
CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.


Applicant _____

2-19-13
Date

Steve Zalkin
Printed Name



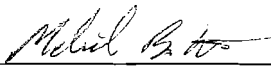
BOONE COUNTY, MISSOURI
Request for Bid #: 10-27FEB13 – Law Enforcement Uniforms Term & Supply

ADDENDUM #2 - Issued February 21, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1. Paragraph 4.14.10, 4-in-1 Patrol Jacket Style #48027 has been discontinued. Please bid an item that is comparable. Besides pricing, include brand and model number. Also include any descriptive literature.**
- 2. Paragraph 4.14.13., Reversible Raincoat – Blauer 26990 Rain Jacket, change the length from 40" to 48".**

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid #10-27FEB13 – Law Enforcement Uniforms Term & Supply receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____
Authorized Representative Printed Name: _____




BOONE COUNTY, MISSOURI
Request for Bid #: 10-27FEB13 – Law Enforcement Uniforms Term & Supply

ADDENDUM #1 - Issued February 19, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1. Replace Section 4.14 Pricing with the attached revised pricing section.**
Two additional items (4.14.15. & 4.14.16.) have been added.

By: 
Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid #10-27FEB13 – Law Enforcement Uniforms Term & Supply receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (Bid)

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Amy Robbins, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **10-27FEB13**
Commodity Title: **Law Enforcement Uniforms Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, February 27, 2013**
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)
Location / Mail: **Boone County Purchasing Department**
Address: **Boone County Annex Building**
613 E. Ash Street, Room 109
Columbia, MO 65201

Directions: The Purchasing office is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, February 27, 2013**
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)
Location / Address: **Boone County Annex Conference Room**
613 E. Ash Street
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Work Authorization Certification
Debarment Form
Certification of Individual Bidder
Individual Bidder Affidavit
Standard Terms and Conditions
No-Bid Response Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
 - Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
 - Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier* - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to

award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder’s Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Law Enforcement Uniforms** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
 - 2.1.1. The County reserves the right to award to one or multiple respondents. The County reserves the right to award on an ‘all or none’ basis or by ‘group’. The County realizes awarding on a ‘group’ basis may be impossible for some or all groups. Price compared to convenience of one vendor per group will be evaluated and award shall be based on the best value to the County. Vendors are encouraged to bid on those items they can provide and are not required to bid on all items requested.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from the **date of award through December 31, 2013**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
 - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.2. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
 - 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.6. **QUANTITY** – All orders shall be placed based upon need. The County reserves the right to deviate from the estimated quantities listed on the Response Form.
- 2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
 - 2.7.1. **Samples:** A sample of all materials for comparable substitutions of shirts, trousers, and jackets *must* be submitted with the bid along with pictures/descriptive literature of all items covered by this bid. Samples of specific uniform items may be requested before final award is made. Failure to include samples could cause a bid to be considered non-responsive and not considered for award. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days

- following bid opening. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
- 2.7.2. Prior to delivery, all items must be labeled with the officer's name, size, and date of purchase with indelible ink that will remain and not wash out during the life of the garment.
 - 2.7.3. Bidder(s) requesting substitute products wherever a specific manufacturer or model number is referenced must provide certification that the item submitted meets or exceeds the minimum specifications. Submission of technical product information with bid response is required. Substitutions are not allowed when noted in Section four of this request.
 - 2.7.4. Uniforms should be guaranteed for one year against fraying, loose stitching and tearing under normal day to day use.
 - 2.7.5. Evaluation of uniforms will be based upon fabric grades, fabric quality, stitching, general construction, cost and delivery.
 - 2.7.6. The resulting Contractor will provide a representative of their company to come to the Sheriff's Department in order to measure officer's for proper fit of uniform items.
 - 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
 - 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
 - 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
 - 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
 - 2.11. **DESIGNEE** – Boone County Sheriff's Department
 - 2.11.1. **Bid Clarification** – Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: arobbins@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening," all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

- 4.7.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.8. Delivery After Receipt of Order: _____

4.9. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No

4.11. Maximum Percentage Increase for _____ % 1st Renewal _____ % 2nd Renewal

4.12. Delivery Days After Receipt of Order: _____ Days

4.13. **Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.**

4.13.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.13.2. Print Name and Title of Authorized Representative

_____ Date: _____

4.14. PRICING – (Any substitution item submitted must meet or exceed the minimum specifications. Submission of technical product information with bid response is required.)

	Item	Unit Price	Qty	Extended Price
4.14.1.	<p>Long Sleeve Shirts-Elbeco Duty Plus, Material content to be 65% Dacron polyester and 35% rayon, 10 ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17 ½.)</p> <ul style="list-style-type: none"> • Color Silver Tan • 2 front & 3 back permanent military creases • Front of shirt with center facing 1 ½” wide from collar to bottom of shirt. • 6 center vertical buttons, button side shall be lined • 2 breast pockets with mitered corners, 5 5/8” to 6” long with box stitching on top and bottom • Left pocket shall have a pencil opening. • Badge tab to be included and reinforced on inside of shirt. • Shoulder straps pointed at the end toward the neck fastened with one button. The shoulder end sewn into the sleeve head seam. • Patches and chevrons to be attached by successful vendor. <p>Comparable Substitution (Fabric Sample MUST be attached): _____</p> <p>_____</p> <p>Material Content: _____</p>	<p>MEN’S SIZES</p> <p>\$ _____</p> <p>WOMEN’S SIZES</p> <p>\$ _____</p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p>	<p>60</p> <p>10</p>	<p>\$ _____</p> <p>\$ _____</p>
4.14.2.	<p>Short Sleeve Shirts – Elbeco Duty Plus, Material content to be 65% Dacron polyester and 35% rayon, 10 ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17 ½.)</p> <ul style="list-style-type: none"> • Color Silver Tan • 2 front and 3 back permanent military creases • Front of shirt with center facing 1 ½” wide from collar to bottom of shirt. • 6 center vertical buttons, button side shall be lined • 2 breast pockets with mitered corners, 5 5/8” to 6” long with box stitching on top and bottom • Left pocket shall have a pencil opening. • Badge tab to be included and reinforced on inside of shirt. • Shoulder straps pointed at the end toward the neck fastened with one button. The shoulder end sewn into the sleeve head seam. • Patches and chevrons to be attached by 	<p>MEN’S SIZES</p> <p>\$ _____</p> <p>WOMEN’S SIZES</p> <p>\$ _____</p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p>	<p>60</p> <p>10</p>	<p>\$ _____</p> <p>\$ _____</p>

	<p>successful vendor.</p> <p>Comparable Substitution (Fabric Sample <i>MUST</i> be attached): _____</p> <p>_____</p> <p>Material Content: _____</p>			
4.14.3.	<p>Clip On Ties</p> <ul style="list-style-type: none"> • Color – Brown • 2 Lengths: 18” and 22” • Button hole feature to hold tie in place • Tie width at widest point shall be 3” 	<p>REGULAR SIZE</p> <p>\$ _____</p> <p>EXTRA LONG</p> <p>\$ _____</p>	<p>10</p> <p>5</p>	<p>\$ _____</p> <p>\$ _____</p>
4.14.4.	<p>Baselayer Short Sleeve Crew Neck Under Shirt (Comparable to Under Armour “Heat Gear” Fitted style)</p> <ul style="list-style-type: none"> • Color – <i>MUST</i> match color of Turtleneck Shirt submitted on item 4.14.5. • 4-Way Stretch fabric improves range of motion and dries faster • Moisture wicking technology • Anti-Odor technology prevents growth of odor-causing microbes • Smooth seams prevent chafing • 4.7 oz Polyester/Elastane (or comparable) <p>Comparable Substitution (Fabric Sample <i>MUST</i> be attached): _____</p> <p>_____</p> <p>Material Content: _____</p>	<p>MEN’S SIZES</p> <p>\$ _____</p> <p>WOMEN’S SIZES</p> <p>\$ _____</p>	<p>100</p> <p>10</p>	<p>\$ _____</p> <p>\$ _____</p>
4.14.5.	<p>Regulation Elbeco ELB 8601 Turtleneck Shirt – Pullover type mock turtleneck with side seams, full neck heights, and long sleeves.</p> <ul style="list-style-type: none"> • Color – Dark Brown • Must be pre-shrunk 100% combed-cotton jersey knit 7.25 ounce • Neck and cuffs Lycra Spandex • Body material to 1 x 1 jersey knit consisting of 100% combed cotton • Body, collar, and neck material shall be properly finished to resist piling • Sleeves to be set-in type with rib knit cuffs • All stitches, seams and stitching shall conform to FED-STD-751 	<p>\$ _____</p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p>	<p>100</p>	<p>\$ _____</p>

	<p>Comparable Substitution (Fabric Sample MUST be attached): _____</p> <p>_____</p> <p>Material Content: _____</p>			
4.14.6.	<p>Blauer 8560 / 8560W Trousers</p> <ul style="list-style-type: none"> • Color: Brown • Worsted 14.5 oz. serge weave washable 75/25 wool blend with 10% stretch • Stretch waistband construction with 2 bead silicone shirtgrip and double hooks • Silicone crease retention process • Front quarter pocket styling • 2 hip pockets • Strong and comfortable cotton blend pocketing • Heavy-duty nylon fly zipper with auto-lock slider • Split-seam tailored construction • Thigh let-outs accommodate athletic builds • Extra-strength tandem-needle seat seam • 1/8" gold striping sewn into the outer seam of pant running from bottom of front pocket down with no visible stitches. A top stitched strip will not be acceptable. <p>Comparable Substitution (Fabric Sample MUST be attached): _____</p> <p>_____</p> <p>Material Content: _____</p>	<p>MEN'S SIZES</p> <p>\$ _____ 60 \$ _____</p> <p>WOMEN'S SIZES</p> <p>\$ _____ 10 \$ _____</p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p>		
4.14.7.	<p>Spiewak Style #S1780 WeatherTech Tactical Response Parka</p> <p>**NO SUBSTITUTIONS ALLOWED**</p> <ul style="list-style-type: none"> • Color - Black • Front and back yokes with mesh-lined upper torso for increased airflow • Outershell can be worn alone as a waterproof, breathable raincoat or windbreaker • Performance sleeve allows complete range of motion, pit zips allow ventilation • Removable liner options – Styles S327, S525V, S526CF zip into parka • Snap closure side vent zippers allow access to equipment • Waterproof, breathable three-piece drop-in hood 	<p>\$ _____ 5 \$ _____</p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p>		
4.14.8.	<p>Spiewak Style #S3616 WeatherTech Systems Duty Jacket</p>			

	<p>**NO SUBSTITUTIONS ALLOWED**</p> <ul style="list-style-type: none"> • Color - Black • High performance nylon shell and WeatherTech® waterproof, windproof, breathable lining with sealed seams • Pit zips under sleeves allow ventilation • Several jackets can zip into this parka for full winter protection • Snap closure side vent zippers allow access to equipment • Three-piece waterproof, windproof, breathable drop-in hood with draw cords • Two zippered security pockets under front double placket 	<p>\$ _____</p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p>	10	\$ _____
4.14.9.	<p>Spiewak Style #S327 Public Safety Performance Fleece/Liner</p> <p>**NO SUBSTITUTIONS ALLOWED**</p> <ul style="list-style-type: none"> • Color - Black • Epaulets with integrated mic tab • High quality non-pill micro fleece with Tactel® shell at high stress areas • Power hook and loop closure on elastic cuff • Shock corded waist draw cord with snap tabs to secure inside the garment • Structured support for reinforcement on shoulders and elbows • Zippered front fly 	<p>\$ _____</p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p>	15	\$ _____
4.14.10.	<p>5.11 4-in-1 Patrol Jacket Style #48027</p> <ul style="list-style-type: none"> • Color - Brown • Waterproof and breathable • Double storm flaps • Hidden chest document pockets • YKK zippers, Mic clips, and Badge Tabs • Removable ID panels on left and right chest • Removable ID panel on back • Elastic/Velcro wrist bands • Fleeced inner jacket • Detachable hood • Side Zippers for ventilation and access to sidearm • Back-Up Belt System™ compatible <p>Comparable Substitution (Fabric Sample MUST be attached): _____</p> <p>_____</p> <p>Material Content: _____</p>	<p>MEN / WOMEN SIZES</p> <p>\$ _____</p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p>	10	\$ _____
4.14.11.	<p>Stratton Winter Felt Uniform Hat</p> <ul style="list-style-type: none"> • Construction must be equal to or better than 			

	<p>the Stratton S68 Special also listed as the F-40 Campaign Style Felt Hat</p> <ul style="list-style-type: none"> • 2 piece behind the head strap and 1 piece around the top leather swivel hat strap to be included with each • Color: Brown (both hat and leather) 	\$ _____	5	\$ _____
4.14.12.	<p>Stratton Summer Straw Uniform Hat</p> <ul style="list-style-type: none"> • Construction must be equal to or better than the Stratton S-40DB hat also known as the Campaign Style or Montana Peak Summer Straw Hat • 2 piece behind the head strap and 1 piece around the top leather swivel hat strap to be included with each • Color: Brown (both hat and leather) 	\$ _____	5	\$ _____
4.14.13.	<p>Reversible Raincoat – Blauer 26990 Rain Jacket</p> <ul style="list-style-type: none"> • One-ply Tech-Lite urethane-coated 200-denier oxford nylon fabric reverses to hi-visor • ANSI/ISEA 107-2004 Class II Certified Hi-vis yellow only • 2" SCOTCHLITE reflective trim on hi-vis side around chest and cuffs • Seams sealed with thermal tape • Snap-over fly front • Snap equipment side opening • Special facings prevent yellow "peek through" • Go through hook and loop closed side openings • Badge tab on black side only • 40" long • 3" Reflective SHERIFF on back of jacket (hi-vis side only) • 123 is snap-on hood (option) <p>Comparable Substitution: _____</p> <p>Material Content: _____</p>	<p>\$ _____</p> <p>STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p> <p>Optional Hood</p> <p>\$ _____</p>	10	\$ _____
4.14.12. 14	<p>Trouser: Elbeco E615RN Tek 2 Cargo Trousers</p> <p>**NO SUBSTITUTIONS ALLOWED**</p> <ul style="list-style-type: none"> • Color: Brown • Two rear pockets with button tabs • Traditional lined belt loops • Bar tacks at key stress points for durability • Weight: 7.0-7.25 oz/sq yd -- 11.5-12 oz/linear yd • Double-ply crotch lining for comfort and durability • Creaset® front and back permanent military 	<p>MEN'S SIZES</p> <p>\$ _____</p> <p>WOMEN'S SIZES</p> <p>\$ _____</p> <p>STANDARD OVERSIZE CHARGE COST</p>	100 10	\$ _____ \$ _____

	<p>creases</p> <ul style="list-style-type: none"> • Double hook and eye waist closure for extra support prevents roll over • Also available in shorts • Melamine high impact buttons • Pressed-open, tailored seam construction for a professional appearance • Nano Fluid Repellency technology repels fluids • Machine washable • Fabric: 65% polyester / 35% cotton - stretch twill weave • Two back billy pockets • Extra-deep quarter-top front pockets • Two dual-compartment cargo pockets--hidden zipper behind, inverted pleat pocket underneath flap with hook and loop closure • French fly for additional support • DutyFit™ no-contraption waistband allows for stretch while keeping shirt tucked in • Covert stretch memory waistband provides up to 3" of additional room for comfort • Triple stitch crotch construction prevents blowouts • Available in Ladies Choice <p>Comparable Substitution: _____ _____</p> <p>Material Content: _____ _____</p>	<p>PER INCREMENTAL SIZE OVER XXL</p> <p>\$ _____</p>	
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(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

**COUNTY OF BOONE - MISSOURI
 WORK AUTHORIZATION CERTIFICATION
 PURSUANT TO 285.530 RSMo
 (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of _____)
)ss
 State of _____)

My name is _____. I am an authorized agent of _____
 _____ (Bidder). This business is enrolled and participates in a federal work
 authorization program for all employees working in connection with services provided to the County.
 This business does not knowingly employ any person that is an unauthorized alien in connection with
 the services being provided. **Documentation of participation in a federal work authorization
 program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in
 their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and
 submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United
 States.

 Affiant Date

 Printed Name

Subscribed and sworn to before me this ___ day of _____, 20__.

 Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are

incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
arobbins@boonecountymo.org

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 10-27FEB13 - Law Enforcement Uniforms Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Search Results

Current Search Terms: alamar* uniforms* of kansas* City* LLC*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.732.20130222-1427

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 14th day of March 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department for membership in National Purchasing Partners (NPP). The terms of the membership are stipulated in the attached agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Member Intergovernmental Cooperative Purchasing Agreement.

Done this 14th day of March, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: March 11, 2013
RE: National Purchasing Partners (NPP) – Member Intergovernmental
Cooperative Purchasing Agreement

Purchasing requests Commission approval of the National Purchasing Partners (NPP) Member Intergovernmental Cooperative Purchasing Agreement. NPP is a member-based Group Purchasing Organization (GPO) with over 200,000 member organizations in public and private sectors. Membership for all members is free and voluntary; there is no cost to join and no obligation to participate. NPP offers access to an aggressively priced contract portfolio with world class vendors.

Public Works plans to request the use of two (2) NPP cooperative contracts, one with John Deere and another with Tiger Corporation for the purchase of Tractors and Mowers and the Intergovernmental Purchasing Agreement is required before contracting can take place.

cc: Contract File

National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) by and between government entities and associated non-profit institutions that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") to be supplemented and made a part hereof and participating National Purchasing Partners ("NPP") government entity members ("Participating Agencies") that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, is a subsidiary of two nonprofit health care systems, providing group purchasing marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all NPP members;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or Price Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or Price Agreement, except as modified where otherwise

allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to NPP at 1100 Olive Way, Suite 900, Seattle, Washington 98101.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD

**CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR
"PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS
APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH
PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF
REQUIRED BY LOCAL OR STATE LAW.**

**LEAD CONTRACTING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of League of Oregon Cities (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of League of Oregon Cities and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

BY: *Ken Stuebel*
ITS: *Executive Director*

Date: *2/3/05*

Lead Contracting Agency Contact Information:

Contact Person: *Jennie Messmer*
Address: *P. O. Box 928*
Salem, OR 97308
Telephone No.: *503-588-6550*
Email: *jmessmer@orcities.org*

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BEONE COUNTY, MISSOURI Date: _____
BY: _____
ITS: SEE ATTACHED

Participating Agency Contact Information:

Contact Person: Melinda Bobbit Purchasing Director
Address: 613 E Ash St, Room #110
Columbia MO 65201

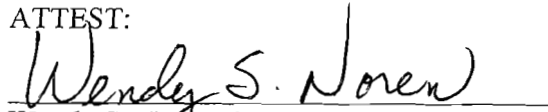
Telephone No.: 573-886-4391
Email: MBobbit@boonecountymo.org ;
A Robbins@boonecountymo.org

BOONE COUNTY, MISSOURI

By:


Daniel K. Atwill, Presiding Commissioner

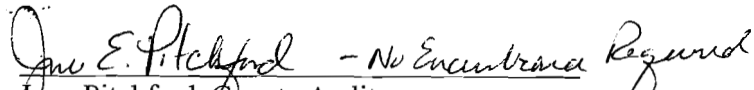
ATTEST:


Wendy S. Noren, County Clerk *my*

APPROVED AS TO FORM:


CJ Dykhouse, County Counselor

RECEIVED FOR AUDITING PURPOSES:

 - No Encumbrance Required
June Pitchford, County Auditor
my

123 -2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2013

In the County Commission of said county, on the 14th day of March 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the attached grant application request by the 13th Judicial Circuit Court, Juvenile Division, for Multidisciplinary Training for Child Welfare Cases.

Done this 14th day of March, 2013.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner

[Signature]
Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner



Office of State Courts Administrator
P.O. Box 104480
2112 Industrial Drive
Jefferson City, Missouri 65110-04480

Request for Proposal: OSCA 08-066

TITLE: Multidisciplinary Training for Child Welfare Cases

CONTACT: Russell Rottmann

PHONE NUMBER: 573-522-6766

E-MAIL: osca.contracts@courts.mo.gov

DUE DATE: Proposals will be accepted on an ongoing basis until funds are no longer available.
Qualifying projects will be reviewed before funding is authorized.

RETURN PROPOSAL TO: Office of State Courts Administrator
Attn: Contracts Unit
P.O. Box 104480
2112 Industrial Drive
Jefferson City, MO 65110-4480

CONTRACT PERIOD: Open ended until all grant funding has been exhausted

SIGNATURE REQUIRED

SIGNATURE 		DATE 3-11-13
PRINT NAME Leslie Schneider	TITLE Associate Circuit Court Judge	
OFFICIAL STATION 13th Judicial Circuit Court, Family Division		
MAILING ADDRESS 705 East Walnut		
CITY, STATE, ZIP Columbia, Missouri 65201		
E-MAIL ADDRESS teri.armistead@courts.mo.gov or leslie.schneider@courts.mo.gov		
TELEPHONE NUMBER 573-886-4200	FAX NUMBER 573-886-4030	

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
CONTRACT NUMBER	CONTRACT PERIOD	
CONTRACTS COORDINATOR	DATE	DIRECTOR, COURT BUSINESS SERVICES DIVISION

I. BACKGROUND

Missouri's Juvenile Court Improvement Project (JCIP) through the Office of State Courts Administrator (OSCA) is seeking proposals from circuit courts interested in sponsoring multidisciplinary training for child welfare - abuse/neglect cases.

Funding for this training is available from a grant through the U.S. Department of Health & Human Services, Administration for Children and Families. The purpose of the Court Improvement Grant is to improve the child welfare juvenile court process and to expedite permanency for children.

This is an open-ended announcement. Proposals will be accepted on an ongoing basis until funds are no longer available. Qualifying projects will be reviewed and funded on an as requested basis.

II. APPROVED PROGRAM REIMBURSEMENTS AND REQUIREMENTS

Multidisciplinary Training for Child Welfare Cases:

Programs must incorporate content applicable to both the Juvenile Courts and the Children's Division. Participants may include juvenile court judges, family court commissioners who hear child abuse/neglect cases, juvenile officers, juvenile court staff, attorneys for juvenile officers, guardians ad litem, attorneys for parents, circuit clerk staff, child welfare workers and supervisors, and foster parents. Collaboration between juvenile court staff and children's service workers in developing an agenda and curriculum is strongly encouraged.

Examples of possible training topics could include, but are not limited to:

- Compliance with time frames in child abuse and neglect cases
- Purpose, scope, and expectations for each hearing type
- Roles and responsibilities of all parties
- New policies and practices of the Children's Division
- Reasonable efforts
- Termination of Parental Rights (TPR)
- Case management information available to division workers and to the courts
- Running effective family support team meetings
- Developing collaborative case plans
- Improving attorney-caseworker coordination
- Serving incarcerated parents
- Rights of putative fathers
- Kinship care and adoption
- Impact of placement on child development/attachment
- Relationship of domestic violence to child abuse/neglect
- Substance abuse, sexual abuse, mental health issues

No payment will be made directly to any contracted providers. This may require that the county pay for these services up front. OSCA anticipates a 2-4 week turnaround on reimbursement. **All reimbursements will be made to the County Treasurer.**

Speakers in travel status for a minimum of 12 continuous hours may be reimbursed for meals according to the OSCA travel policy. The rates are subject to change and reimbursement rates will be those at the time of travel.

Funds may be used for reimbursements of the following expenses.

- Meeting room rentals
- Equipment rentals
- Costs to purchase/reproduce training materials
- Group lunches for participants on the days of the training
- Costs for speakers, if required
- Mileage for participants who travel outside their official domicile to the training

FEDERAL REGULATIONS PROHIBIT JUDICIAL EMPLOYEES FROM BEING PAID CONTRACTORS UNDER THE FEDERAL GRANT AWARD TO THE JUDICIARY. JUVENILE OFFICERS, ATTORNEYS WHO ARE EMPLOYEES OF THE JUDICIARY, ETC., MAY BE REIMBURSED FOR TRAVEL EXPENSES, BUT MAY NOT BE PAID A FEE FOR SERVICES ASSOCIATED WITH THE TRAINING.

Multidisciplinary training reporting requirements:

Upon completion of the program, each circuit or combination of circuits receiving funds must submit the following to the Office of State Courts Administrator, 2112 Industrial Drive, PO Box 104480, Attn: Courtney Cassil, Jefferson City, MO 65110-4480:

- A copy of the program agenda
- List of faculty, including statement for each regarding specific qualifications
- List of attendees
- Program evaluation
- Certificate of Compliance with proof the reimbursement request/receipts have been paid

EVALUATION CRITERIA FOR ALL PROGRAM AWARDS:

Awards will be made based on determination that the proposed program or programs incorporate content that promotes improved case management or collaboration for child abuse and neglect cases which will benefit staff from both the Juvenile Courts and the Children's Division.

Actual and authorized expenditures for each approved program or programs will be reimbursed to a maximum of \$3,000 for a single circuit. Two or more circuits may submit a joint proposal for these training funds. Maximum reimbursement in such instances shall be calculated as \$3,000 times the number of circuits submitting the joint proposal.

A limited amount of grant funding has been authorized for these local training initiatives. Funding is available on a competitive basis and proposals will be accepted and reviewed until grant funds are no longer available.

III. PROPOSAL REQUIREMENTS

All circuit courts desiring to apply for funding must submit the proposal on Attachment A.

A letter of support signed by a circuit or regional manager for the Children's Division must accompany the proposal.

Completed proposals may be faxed to Russell Rottmann at 573-522-6937 or e-mailed to osca.contracts@courts.mo.gov. Proposals may also be mailed to the address as shown on the cover sheet.

IV. INVOICING REQUIREMENTS

All invoices must be submitted to:

Office of State Courts Administrator

Attn: Courtney Cassil

P.O. Box 104480

2112 Industrial Drive

Jefferson City, MO 65110 - 4480

A Certificate of Compliance will be provided with the award letter when a program has been approved for funding. The Certificate of Compliance should be completed and submitted with each request for reimbursement.

Attachment A

MULTIDISCIPLINARY TRAINING FOR CHILD ABUSE/NEGLECT CASES PROPOSAL

IMPORTANT: A letter of support signed by a circuit or regional manager for the Children's Division must accompany this proposal.

Circuit(s) applying: 13th Judicial Circuit

Training topics/learning objectives (describe)

The 13th Judicial Circuit Court, Juvenile Division has participated in the Fostering Court Improvement Project since October of 2006. Since October 2006, the members of the Fostering Court Improvement Project have grown in the number of members involved, as well as in the number of agencies/stakeholders represented. Additionally, since October 2006, the Fostering Court Improvement Project Committee has been involved in addressing numerous issues facing the Court, as well as issues in reaching the Committee's goal of achieving permanency in a timely manner for the families served. The Fostering Court Improvement Project Committee has identified a need to educate all members of the multidisciplinary team with regard to child safety decision making. Training is being developed to help participants identify threats of danger within a child's home and to make informed decisions in the event that removal of the child from the home is necessitated, by practicing skills to include; identification of safety issues, establishment of safety plans, out of home removal procedures and information necessary to support removal of the child from the home. The training will be geared toward all members of the multidisciplinary team involved in the removal of children from their home.

TARGETED AUDIENCE (check all that apply). **NOTE:** Participants **MUST** include representatives from both the Juvenile Court and the Children's Division.

- Judges/Commissioners Juvenile Officers Attorneys for Juvenile Officers
- CASA Children's Division Contracted Providers for Children's Division Guardians ad Litem
- Department of Mental Health Foster Parents Parent's Attorneys Circuit Clerk Staff

Estimated Number of Participants: 20-30

If a joint proposal is being submitted, what percentage of the total participants do you anticipate will come from each of the circuits?

Circuit Number	Anticipated % of total participants

ITEMIZED BUDGET NOTE: Meals and mileage will be reimbursed in accordance with OSCA regulations for persons traveling outside their official domicile. This information for meals and mileage may be found in the Lotus Notes MCIC database under Travel Reimbursement and Guidelines. Per person costs for group meals, beverages, and snacks may not exceed \$11 per person, including gratuity. Speakers who are in travel status at least 12 hours may be reimbursed for meal costs based on the OSCA travel policy. Total reimbursement will not exceed \$3,000 for a program or programs involving a single circuit. If more than one circuit sponsors the program or programs, reimbursement will not exceed \$3,000 times the number of circuits submitting the joint proposal. (Attach additional sheets if necessary.)

Costs for lodging will NOT be reimbursed, except as required for a speaker traveling more than 75 miles to the training site and for emergency situations.

Room Rental	\$300.00
Equipment Rental	
Group Luncheon/Beverages/Snacks	\$800.00
Mileage	
Speaker Honorarium (if required)	\$1000.00
Speaker Travel (if required)	
Other (list)	Supplies - \$500.00
Total	\$2600.00

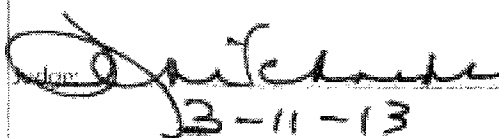
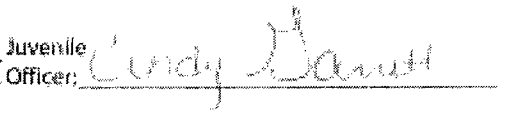
LETTER OF SUPPORT

Letter of support from circuit or regional manager from the Children's Division (check one)

attached

not attached

SIGNATURES. The signature of the Presiding Judge or Administrative Judge of the Family Court AND the Juvenile Officer is required. If a joint proposal is being submitted, the Presiding Judge or Administrative Judge of the Family Court and the Juvenile Officer of each participating circuit must sign the proposal. (Attach additional sheets if necessary.)

Circuit Number 13th Judicial Circuit Court	
Judge:  3-11-13	Juvenile Officer: 

Circuit Number	
Judge:	Juvenile Officer:

Circuit Number	
Judge:	Juvenile Officer:



Department of Children and Family Services

JEREMIAH W. CLAYTON, GOVERNOR • Alan O. Freeman, DIRECTOR

CHILDREN'S DIVISION

MICHELLE R. OBERLAG, 13TH CIRCUIT MANAGER

13TH CIRCUIT OFFICE
1000 EAST BROADWAY, SUITE 1000
BOONE, MISSISSIPPI 38829

March 4, 2013

To Whom It May Concern,

The 13th Circuit (Boone and Callaway) Children's Division is collaborating with our Fostering Court Improvement team to train Children's Division Staff and our community partners on safety vs. risk. Children's Division front line staff and supervisors will work with our Family Court Judge, Juvenile Office, Guardian Ad Litem, CASA's, and parent attorneys in this training component. The training is developed to introduce the concepts of safety threats and child vulnerabilities and caregiver protective capacities. The training will also allow for all team members to be using the same terminology when speaking about safety vs. risk. The ability to hold this training with our external stakeholders will increase our efforts of accuracy in understanding the critical elements of child safety.

The 13th Circuit Children's Division is in support of this training and the value this training will bring to all team members. The grant will allow us to hold a training that will benefit each entity that is responsible for ensuring child safety. The 13th Circuit has a good working relationship with our outside partners, and part of that strong relationship is when we can come together in this type of environment and each person can relate to what is needed from each agency and build those ongoing working relationships. Thank you for the opportunity to apply for this grant and the ability to use it with all stakeholders who are responsible for ensuring child safety.

Sincerely,

Shelly Oberlag
13th Circuit Manager



RELAY MISSISSIPPI

FOR HEARING AND SPEECH IMPAIRED

1-800-735-2466 VOICE • 1-800-735-2466 TEXT PHONE

Relay Mississippi is a service provided to individuals who are deaf or hard of hearing.

GRANT APPLICATION CHECKLIST

A Grant Application Checklist is to be completed for all grant applications in Boone and Callaway Counties by the individual completing the grant application.

NAME OF GRANT	NEW	RENEWAL	DEPARTMENT/CONTACT PERSON	FUND #

DATE

_____ RFP received from _____ Application Due _____

_____ Approval to apply received from Court Administrator

_____ Notification of Intent to Apply sent to Bookkeeper (BK)

_____ ✓ Application Completed

_____ Application Reviewed by Court Administrator

_____ Commission Hearing Scheduled for Approval of Application

_____ Commission Hearing Held for Approval of Application

_____ Application Submitted (Electronically _____ Mailed _____)

_____ Bookkeeper notified of anticipated date of award notification

_____ Notice of Award Received

_____ Award Contract signed (PJ _____ FCJ _____ CA _____)

_____ Signed Contract returned to granting agency

_____ Copies of Award Letter and Award Contract sent to Bookkeeper

_____ Budget Information sent to Bookkeeper

_____ Budget Amendment (BA) Prepared

_____ First Hearing on BA and Award and Award schedule with Commission

_____ 2nd Hearing BA and Award schedule with Commission

_____ 1243 Budget updated in Court Budget Program

124-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

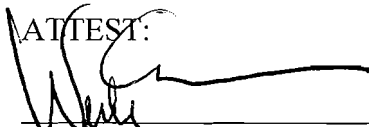
Term. 20 13

In the County Commission of said county, on the 14th day of March 20 13

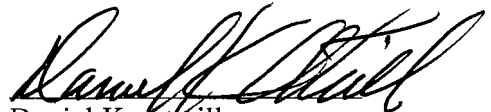
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the Amendment to Ground Lease (Discovery Ridge Research Park) relating to ABC Labs as stipulated in the attached document. It is further ordered the Presiding Commissioner is hereby authorized to sign said Amendment to Ground Lease.

Done this 14th day of March, 2013.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner



816-221-1000 MAIN
816-221-1018 FAX
GILMOREBELL.COM

GILMORE & BELL PC
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS
WICHITA
OMAHA | LINCOLN

March 13, 2013

To: Boone County, Missouri
Attn: Boone County Commission
c/o: Mr. CJ Dykhouse, Esq., County Counselor

From: Gilmore & Bell, P.C.

Date: March 13, 2013

Re: Taxable Industrial Development Revenue Bonds (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008 – Supplemental Matters

Ladies and Gentlemen:

In connection with the issuance of the above-referenced bonds (the “Series 2008 Bonds”) by Boone County, Missouri in November 2008, the County entered into a Trust Indenture dated as of November 1, 2008 (the “Indenture”) with UMB Bank as trustee (the “Bond Trustee”), a Chapter 100 Lease Agreement dated as of November 1, 2008 (the “Chapter 100 Lease Agreement”) with Lab Facilities Leasing Co., L.L.C. (“Lab Facilities”) and various other transaction documents in connection therewith.

The Series 2008 Bonds are limited obligations of the County payable solely out of certain rents received by the County under the Chapter 100 Lease Agreement and do not constitute general obligations of the County or an indebtedness within the meaning of any constitutional debt limitation, and are not payable from taxes of the County.

The real estate leased from the County to Lab Facilities under the Chapter 100 Lease Agreement is owned by The Curators of the University of Missouri which, as lessor, leased the land to Analytical Bio-Chemistry Laboratories, Inc. (“ABC Labs”) pursuant to a Ground Lease dated as of November 1, 2006 (as amended, the “Ground Lease”). The Ground Lease was assigned by ABC Labs to Lab Facilities, and certain rights therein were further assigned to the County in connection with the Chapter 100 Lease Agreement.

The County assigned its interest in the Ground Lease and the Chapter 100 Lease Agreement to the Bond Trustee at the time of issuance of the Series 2008 Bonds pursuant to an Assignment of Ground Lease and Chapter 100 Lease Agreement dated as of November 1, 2008 (the “Assignment of Ground Lease and Chapter 100 Lease Agreement”), but retained certain rights thereto as set forth in the Indenture.

ABC Labs leases certain laboratory facilities constructed upon the real estate subject to the Chapter 100 Lease Agreement and the Ground Lease pursuant to a Laboratory Lease dated as of March 1, 2007 (as amended, the "Laboratory Lease") between Lab Facilities, as lessor, and ABC Labs, as lessee.

Lab Facilities previously assigned certain of its interests in the Chapter 100 Lease Agreement and the Laboratory Lease to RPL 4780 Discovery Drive LLC ("RPL LLC") pursuant to an Assignment of Interests dated as of November 12, 2008 (the "RPL Assignment"), and in connection with the RPL Assignment, RPL LLC granted a leasehold deed of trust with respect to RPL LLC's leasehold interest in the project to Republic Bank of Chicago as a Financing Party from which RPL LLC obtained funds to acquire the interests of Lab LLC. (The Indenture and Chapter 100 Lease Agreement include special provisions with respect to such a Financing Party as that term is defined in the Indenture). Also in connection with the RPL Assignment, the following documents were executed: Ground Lessor's Estoppel Certificate and Amendment to Ground Lease and Collateral Assignments of Taxable Industrial Development Revenue Bonds.

In November of 2012 the County was requested by RPL LLC to consent to its assignment to Store Capital Acquisitions, LLC or its affiliate of all of RPL LLC's interest in the Chapter 100 Lease Agreement, and also at RPL LLC's request, the County executed an Estoppel Certificate relating to the Chapter 100 Lease Agreement.

STORE SPE Columbia, LLC, ("STORE") was assigned the interests of RPL LLC and now desires to obtain a loan from UBS Real Estate Securities Inc. as lender ("UBS") and as a Financing Party, and UBS has indicated that it is unwilling to make the loan unless the County, the Bond Trustee, the University, ABC Labs and Lab LLC make certain representations, covenants and agreements with respect to the status of the transactions described herein as set forth in the documents summarized below.

- **Amendment to Ground Lease (Discovery Ridge Research Park)**
 - Amends certain provisions of the Ground Lease, and includes certain representations and agreements by the County and other parties with respect to the status of the Ground Lease and the Chapter 100 Lease Agreement
 - Key provisions in this document relevant to the County are located in Sections 7, 9, 14, 15 and 29

- **Collateral Assignments of Taxable Industrial Development Revenue Bonds**
 - ABC Labs and Lab Facilities assign to STORE with further assignment by STORE to UBS of certain of their interests in the Series 2008 Bonds and the related Bond Documents (as defined in this document)
 - County is a party to this documents for purposes of making certain representations, acknowledgments and agreements regarding the status of the Bond Documents
 - Key provisions in this document relevant to the County are located in Sections 18 and 21

- **Estoppel Certificate**

- Includes certain representations, acknowledgments and agreements of the County regarding the Chapter 100 Loan Agreement and the status thereof
- Key provisions in this document relevant to the County are located in Sections 1, 5, 8 and 9

Representatives of ABC Labs, STORE and UBS have requested that the County execute the three documents summarized above. The final form documents and signature pages as provided by legal counsel to UBS are attached hereto.

Gilmore & Bell, P.C. has been engaged by the County as bond counsel to review the documents summarized above, with guidance from County Counselor, Mr. CJ Dykhouse, Esq. Based upon our review and comment, we believe the final form documents provided are now in satisfactory form for the County's consideration for approval in order to assist the ABC Labs, STORE and UBS in the continued financing transaction.

Very truly yours,

GILMORE & BELL, P.C.

AMENDMENT TO GROUND LEASE
(DISCOVERY RIDGE RESEARCH PARK)

Dated: March ____, 2013

Grantor:
(Ground Lessor) The Curators of the University of Missouri, a body
politic and corporate of the State of Missouri
("Ground Lessor")

Grantor Address: 227 University Hall, Columbia, Missouri 65211

Grantee:
(Lessee) UMB Bank, N.A., a national banking association, as
Trustee (referred to herein sometimes as "Trustee")

Grantee Address: 2 South Broadway, Sixth Floor, St. Louis, Missouri 63102

Legal Description: See Exhibit C

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Alston & Bird LLP
90 Park Avenue
New York, New York 10016
Attention: Stephen Cerniglia, Esq.

TO BE RECORDED WITH THE
RECORDER OF DEEDS OF
BOONE COUNTY, MISSOURI

**AMENDMENT TO GROUND LEASE
(DISCOVERY RIDGE RESEARCH PARK)**

THIS AMENDMENT TO GROUND LEASE (this "Amendment") is made and entered into by the undersigned parties hereto as of this [] day of March, 2013.

WHEREAS, THE CURATORS OF THE UNIVERSITY OF MISSOURI, a body politic and corporate of the State of Missouri ("Ground Lessor"), is the holder of the lessor's interest in that certain Ground Lease (the "Ground Lease") more particularly described on Exhibit A attached hereto and made a part hereof, notice of which is imparted by that certain Memorandum of Long-Term Land Lease dated January 16, 2007, by and between Ground Lessor and Lab Facilities Leasing Co., L.L.C., a Missouri limited liability company ("Lab LLC"), recorded on January 16, 2007, as Instrument No. 2007001117, in Book 3080 at Page 128 of the Records of Boone County, Missouri;

WHEREAS, UMB Bank, N.A., a national banking association, as Trustee (together with its successors and assigns under the Ground Lease, "Trustee") is the holder of the lessee's interest in the Ground Lease and the leasehold estate created by the Ground Lease (the "Leasehold Estate") in the real property described on Exhibit C attached hereto (the "Property"), by virtue of that certain Assignment of Ground Lease and Chapter 100 Lease Agreement dated as of November 1, 2008 made by Boone County, Missouri, a first class county and political subdivision organized and existing under the laws of the State of Missouri (the "County"), in favor of Trustee, recorded on November 21, 2008, as Instrument No. 2008025787, in Book 3396 at Page 108 of the Records of Boone County, Missouri;

WHEREAS, STORE SPE Columbia, LLC, a Delaware limited liability company ("Sub-Lessee") is the holder of the lessee's interest in that certain Chapter 100 Lease Agreement (the "Sub-Ground Lease") more particularly described on Exhibit D attached hereto and made a part

hereof and the leasehold estate created thereby (the “Sub-Leasehold Estate”) in the Property, including the obligation to render all performance due by the “Lessee” under the Ground Lease as well as the option and obligation to purchase the Leasehold Estate and all of the leasehold improvements constructed on the Property (the “Improvements”), in all cases as described in the Sub-Ground Lease, and is the holder of all of the lessee’s interest in the Ground Lease, other than that held by Trustee and the County as described above, by virtue of the Sub-Ground Lease and other assignments described on Exhibit B attached hereto;

WHEREAS, Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation (“ABC”), (a) was the original “Lessee” under the Ground Lease and, as such, remains liable for all performance due by the “Lessee” thereunder, as described in the Ground Lease and (b) holds a sub-sub-leasehold estate pursuant to that certain Laboratory Lease dated March 1, 2007 between Lab LLC, as lessor, and ABC, as lessee, as (i) amended by that certain First Amendment and Supplement to Laboratory Lease dated November 12, 2008 between Lab LLC, as lessor, and ABC, as lessee, (ii) assigned by Lab LLC to RPL 4780 Discovery Drive LLC (“RPL”) pursuant to that certain Assignment of Interests dated November 12, 2008, between Lab LLC, as assignor, and RPL, as assignee, (iii) further assigned by RPL to Sub-Lessee pursuant to that certain Assignment and Assumption of Leases and Rents dated November 29, 2012, between RPL, as assignor, and Sub-Lessee, as assignee and (iv) further amended by that certain Letter agreement dated November 27, 2012, between Sub-Lessee, as lessor, and ABC, as lessee (collectively, the “Lab Lease”);

WHEREAS, Sub-Lessee is desirous of obtaining a loan (the “Loan”) from UBS REAL ESTATE SECURITIES INC., a Delaware corporation, having an address at 1285 Avenue of the Americas, New York, New York 10019 (such entity and its successors and assigns, “Lender”), which Loan shall be (i) secured by, among other things, a certain Leasehold Deed of Trust, Assignment of Leases and Rents, and Security Agreement given by Sub-Lessee to Lender (the “Security Instrument”) which shall encumber all of Sub-Lessee’s right, title and interests (including, any future interests) in the Ground Lease, the Leasehold Estate, the Sub-Ground Lease and the Sub-Leasehold Estate and (ii) evidenced by, among other things, that certain Loan Agreement, by and between Sub-Lessee and Lender (the “Loan Agreement”; the Security Instrument, the Loan Agreement, and all other documents executed and/or delivered in connection with the Loan are referred to herein, collectively, as the “Loan Documents”);

WHEREAS, Lender is unwilling to make the Loan unless Ground Lessor makes the representations, covenants and agreements set forth herein, and Ground Lessor is unwilling to enter into this Amendment unless each of the other parties hereto make the representations, covenants and agreements set forth herein, as the case may be; and

WHEREAS, Trustee, the County, and Sub-Lessee (the “Lessee Parties” and together with Ground Lessor, the “Parties”) are entering into this Amendment in order to amend the Ground Lease as set forth herein, and the Lessee Parties, ABC and Lab LLC are also joining to the extent necessary to make the representations set forth in Sections 7 and 26(c) below, as applicable, and to acknowledge, consent and agree to the terms and provisions of Sections 9, 14 and 15 hereof.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Parties,

as applicable, hereby represents, covenants and agrees as follows:

1. The introductory clause of Section 11.3 of the Ground Lease is hereby deleted in its entirety and replaced with the following:

“Lessee shall have the right to deliver a mortgage or deed of trust, including a refinancing mortgage or deed of trust, so that the result will be that the mortgagee or, in the case of a deed of trust, the trustee, for the benefit of the beneficiary under such deed of trust, will have a first and prior lien on the Lessee’s leasehold interest in the Demised Premises and structures to be erected thereon, provided, that such mortgage or deed of trust satisfies the terms and conditions set forth in clauses (a) and (b) of this paragraph 11.3 (any such mortgage or deed of trust, a “Leasehold Mortgage”). With respect to any such Leasehold Mortgage:”

2. For purposes of the introductory clause of Section 11.3 of the Ground Lease, as amended hereby, until the Sub-Ground Lease expires or is otherwise terminated and Sub-Lessee (or its permitted successors and assigns) acquires all of the Trustee’s interest in, to and under the Ground Lease, the Security Instrument shall be deemed to “have a first and prior lien on the Lessee’s leasehold interest in the Demised Premises and structures to be erected thereon” if the Security Instrument encumbers all of Sub-Lessee’s right, title and interest in and to the Sub-Ground Lease, the Sub-Leasehold Estate and Sub-Lessee’s reversionary interest in and to the Leasehold Estate.

3. A Leasehold Mortgage shall be deemed to satisfy the terms and conditions of Section 11.3(a) of the Ground Lease if such Leasehold Mortgage is for the purpose of securing (a) money borrowed or to be borrowed to help pay for the construction, further addition to, or refinancing of (i) the Leasehold Estate and Improvements or (ii) the Sub-Leasehold Estate and Sub-Lessee’s reversionary interest in and to the Leasehold Estate and Improvements (clauses (i) and (ii), collectively, the “Collateral”), or (b) other indebtedness or financing procured by Trustee or Sub-Lessee with respect to the Collateral. For the avoidance of doubt, any amendment, restatement, replacement, supplement or modification to the Security Instrument for the purpose of encumbering (or evidencing the Security Instrument’s continuing lien on) the Sub-Lessee’s interest in and to the Leasehold Estate and Improvements upon Sub-Lessee’s acquisition of the Leasehold Estate and Improvements shall be deemed to satisfy the terms and conditions of Section 11.3(a) of the Ground Lease, provided that it only secures (a) money borrowed or to be borrowed to help pay for the construction, further addition to, or refinancing of the Collateral or (b) other indebtedness or financing procured by Trustee or Sub-Lessee with respect to the Collateral.

4. Sub-Lessee represents and warrants that: (a) all previous Leasehold Mortgages have been paid and discharged in full, and no current Leasehold Mortgage is currently outstanding or in existence, (b) other than the indebtedness relating to that certain Taxable Industrial Revenue Bond (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008, No. 1 (the “2008 Bond”), in the aggregate maximum principal amount of \$15,000,000, issued by the County pursuant to that certain Trust Indenture (the “Indenture”) dated as of November 1, 2008 between the County and the Trustee, there is no indebtedness that is secured by the Leasehold Estate, the Improvements (excluding any such Improvements that constitute equipment or

personal property), the Sub-Leasehold Estate or the Sub-Lessee's reversionary interest in and to the Leasehold Estate, that is currently outstanding or in existence, and (c) the conditions for the Security Instrument to constitute a Leasehold Mortgage as set forth in Sections 11.3(a) and (b) of the Ground Lease, as amended hereby, are satisfied.

5. Based upon Sub-Lessee's representations and warranties in Section 4 hereof, Ground Lessor hereby consents to the Loan by Lender and confirms that, upon execution and delivery of the Security Instrument by Sub-Lessee, (i) the Security Instrument shall be deemed to be a Leasehold Mortgage (as defined in Section 11.3 of the Ground Lease, as amended hereby) for purposes of the Ground Lease, (ii) Lender shall be deemed to be a "mortgagee" and a "Mortgagee" (as such terms are used in the Ground Lease, including, without limitation Section 11.3 of the Ground Lease, as amended hereby) for purposes of the Ground Lease and (iii) Lender shall be entitled to all of the rights and privileges of a "mortgagee" and a "Mortgagee" under the Ground Lease, including, without limitation, Section 11.3 of the Ground Lease, as amended hereby, in all cases subject to the terms and conditions herein. Lender shall deliver a true, correct, and complete copy of the Security Instrument and the promissory note secured thereby to Ground Lessor promptly following the signature, delivery, and recordation of the Security Instrument.

6. Ground Lessor acknowledges that neither the execution and delivery of the Security Instrument, nor, for so long as the Security Instrument is and remains a Leasehold Mortgage (as defined in Section 11.3 of the Ground Lease, as amended hereby), any amendment, restatement, replacement, supplement or modification thereof or assignment of the beneficial interests thereunder, will be a default under the Ground Lease.

7. (a) Each Party represents, warrants, and agrees, as of the date hereof, as follows:

(i) Such Party has all requisite power and authority to enter into and perform this Amendment as set forth herein, and the undersigned agent of such Party is duly authorized to execute and deliver this Amendment in the name and on behalf of such Party.

(ii) The Ground Lease is now in full force and effect and has not been amended, modified or supplemented, except as set forth on Exhibit A herein.

(iii) To the best of such Party's knowledge and belief, there has been no default under the Ground Lease by any of the Parties, and such Party is not aware of the occurrence of any event which, but for the giving of notice or expiration of time or both, would constitute such a default under the Ground Lease.

(iv) To the best of such Party's knowledge and belief, there is no defense, offset, claim or counterclaim by or in favor of such Party against any other Party under the Ground Lease.

(v) None of the Lessee Parties has any rights to purchase Ground Lessor's interest in the Property, except as provided for in Section 36 of the Ground Lease.

(vi) The initial term of the Ground Lease commenced on November 1, 2006, and will terminate on December 31, 2105, unless sooner terminated in accordance with the express provisions of the Ground Lease. Trustee has an extension right pursuant to the terms of Section 2.3 of the Ground Lease.

(vii) All work and other obligations required to be performed by Ground Lessor and any of the Lessee Parties under the Ground Lease as of the date hereof have been satisfactorily completed and performed. Construction of the Improvements (as defined in the Ground Lease) has been completed in accordance with the Ground Lease.

(viii) Such Party has not assigned any of its interest in the Ground Lease and, to the best of such Party's knowledge and belief, no other Party has assigned any of such other Party's interest in the Ground Lease, in all cases except as set forth on Exhibit B attached hereto. Ground Lessor represents and warrants that it holds all of Lessor's rights, title, and interest in and to the Ground Lease. The Lessee Parties represent and warrant that the Trustee, County, and Sub-Lessee, as their respective interests may appear, hold all of the "Lessee's" rights, title, and interest in and to the Improvements, the Ground Lease or any rights to purchase the same. ABC represents and warrants that it remains liable for all performance due by the "Lessee" under the Ground Lease, including any extensions thereof.

(ix) Such Party has not received written notice of any pending eminent domain proceedings.

(x) No bankruptcy proceedings, whether voluntary or otherwise, are pending, or to such Party's knowledge, threatened, against such Party.

(xi) To the best of such Party's knowledge and belief, it has not received any notice of any present violation of any federal, state, county or municipal laws, regulations, ordinances, order or directives relating to use, operation or condition of the Property. There is no suit, action, proceeding or audit pending or, to the knowledge of such Party, threatened against or affecting such Party or the Property under the Ground Lease at law or in equity or before or by any court, administrative agency, or other governmental authority which brings into question the validity of the Ground Lease or which, if determined adversely against such Party, might result in any adverse change to the Leasehold Estate.

(b) Ground Lessor represents, warrants, and agrees, as of the date hereof, as follows:

(i) All rent and other amounts payable under Section 3.1 of the Ground Lease have been paid in full as of the date hereof, and no further rent shall be due and payable under Section 3.1 of the Ground Lease during the initial term of the Ground Lease. All other amounts payable under the Ground Lease as of the date hereof have been paid in full, excluding common area expenses pursuant to Section 6.8 of the Ground Lease ("CAM Charges") which may be due for the previous quarterly billing period ending December 31, 2012 (CAM Charges for such period in the amount of \$1,864.73 were

billed on or about January 25, 2013) and any reconciliation of estimated versus actual CAM Charges for the current year.

(ii) Prior to the date hereof, Ground Lessor has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Ground Lease or the Property, except for the easements identified on Exhibit F attached hereto, and there are currently no mortgages, deeds of trust or other security interests encumbering Ground Lessor's fee interest in the Property and no third party has an option or preferential right to purchase all or any part of the fee interest in the Property, except Trustee's right of first refusal under Section 36 of the Ground Lease.

8. This Amendment shall be deemed to supersede and terminate any previous amendments to the Ground Lease not set forth on Exhibit A, including that certain previous Ground Lessor's Estoppel Certificate and Amendment to Ground Lease, dated as of November 1, 2008, and recorded in Book 3396, at page 105, of the records of Boone County, Missouri, such that the original Ground Lease, as and to the extent modified by the amendments set forth on Exhibit A and this Amendment, shall constitute the Ground Lease; provided, that upon the expiration or earlier termination of the Sub-Ground Lease, that certain Ground Lessor's Consent Agreement, described on said Exhibit A, shall likewise terminate and cease to be effective as an amendment to the Ground Lease. The Ground Lease, as so modified, is hereby ratified and confirmed and remains in full force and effect.

9. Based upon Sub-Lessee's representations and warranties in Section 4 hereof, the Parties, ABC and Lab LLC acknowledge, consent and agree that on December 1, 2018, or at such other time as the Sub-Ground Lease is terminated or expires, Sub-Lessee (or its permitted successors and assigns) shall be in direct privity with Ground Lessor under the Ground Lease and shall have the entire, right, title and interest afforded to "Lessee" under the Ground Lease, subject to the lien of the Security Instrument.

10. Within thirty (30) days after request by Trustee or, if the Sub-Ground Lease has not expired or otherwise been terminated, Sub-Lessee, from time to time made (but not more than twice in any calendar year), Ground Lessor will execute and deliver to Trustee or Sub-Lessee, as applicable, or to such other person or entity as may be specified by Trustee or Sub-Lessee, as applicable, (i) an estoppel certificate in the form of Exhibit E attached hereto (with information completed as applicable at the time of delivery), or (ii) an estoppel certificate in another form containing such information concerning the Ground Lease as Trustee or Sub-Lessee, as applicable, may reasonably request, provided that, in the case of this clause (ii), Trustee or Sub-Lessee, as applicable, also pays Ground Lessor at the time of its request a non-refundable administrative fee equal to \$500.00, applicable to use of the form supplied by Exhibit E, or a fee of \$3,000.00 applicable to revisions to this form or substitute by any other form, which fees shall be adjusted by changes in CPI every ten years after the date hereof, payable and due to Ground Lessor at the time of each such request. For the avoidance of doubt, Ground Lessor's obligations under this Section 10 and Sections 13(a) and 22 hereof, shall be deemed to replace and supersede its obligations under Sections 11.3(c) and 30.1 of the Ground Lease.

11. (a) Ground Lessor acknowledges that Lender has requested, and hereby agrees to send, copies of any notices required hereunder to:

UBS Real Estate Securities Inc.
1285 Avenue of the Americas
New York, New York 10019
Attention: U.S. Real Estate Finance –
Transaction Management – Henry Chung
Facsimile No.: (212) 821-2943

or to such other address as Lender may hereafter specify by written notice to Ground Lessor, provided, that any such notices need be given to one such address and shall be given by registered or certified mail, postage prepaid, (or, at Ground Lessor's option, by personal delivery or overnight courier) only.

(b) Lender agrees to send copies of any notices required hereunder to Ground Lessor in accordance with Section 27 of the Ground Lease to:

The Curators of the University of Missouri
Office of Research and Economic Development
321F University Hall
Columbia, Missouri 65211
Attention: Vice President for Research and Economic Development

with a copy to:

Office of the General Counsel
227 University Hall
Columbia, Missouri 65211

or to such other address as Ground Lessor may hereafter specify by written notice to Lender.

12. As long as Lender holds the Security Instrument or any other mortgage or deed of trust encumbering all or any portion of the Leasehold Estate (including, without limitation, any reversionary interest thereto), the Sub-Leasehold Estate or both the Leasehold Estate (including, without limitation, any reversionary interest thereto) and the Sub-Leasehold Estate, and for so long as the Security Instrument or such other mortgage or deed of trust is and remains a Leasehold Mortgage (as defined in Section 11.3 of the Ground Lease, as amended hereby), and provided that, at the time of any action contemplated below, Lender has delivered to Ground Lessor the notice as required by the introductory paragraph of Section 11.3(f) of the Ground Lease and, if requested by Ground Lessor, has delivered a certificate in accordance with Section 30 hereof:

(a) Ground Lessor will not agree to any amendment, subordination, voluntary surrender or cancellation of the Ground Lease without Lender's prior written consent. Any attempted amendment, subordination, voluntary surrender or cancellation of the Ground Lease without Lender's prior written consent shall not be binding on Lender. For the avoidance of doubt, a cancellation of the Ground Lease shall not be deemed to include a termination of the Ground Lease by Ground Lessor in connection with Ground Lessor's exercise of its rights as a result of a breach or default of the Ground Lease which exists beyond any applicable notice and cure period afforded to Lender pursuant to the terms of the Ground Lease, as amended hereby;

provided, however, nothing in this clause (a) shall be deemed to affect Lender's rights pursuant Section 12(f) hereof.

(b) Trustee's or Sub-Lessee's exercise of any rights of first refusal, options to renew, extend or terminate the Ground Lease or, except as contemplated by the Sub-Ground Lease, purchase any portion of the Property shall not be effective unless consented to in writing by Lender.

(c) Ground Lessor will deliver to Lender copies of any default or other material notices contemplated by or related to the Ground Lease and hereafter given by the Ground Lessor to Trustee, simultaneously with transmittal of same to Trustee, in accordance with Section 11(a) above.

(d) Lender may, but will not be obligated to, cure any monetary default by the Trustee within thirty (30) days after the later of (i) Lender's receipt of Ground Lessor's notice of such monetary default or (ii) the expiration of Trustee's cure period under the Ground Lease for such monetary default. Lender may, but will not be obligated to, cure any non-monetary default by the Trustee within sixty (60) days after the later of (i) Lender's receipt of Ground Lessor's notice of such non-monetary default or (ii) the expiration of Trustee's cure period under the Ground Lease for such non-monetary default; provided, however, that if any non-monetary default reasonably cannot be cured within such sixty (60) day period, the same shall be deemed to have been timely cured if Lender commences reasonably appropriate curative action within such sixty (60) day period and diligently prosecutes same to completion thereafter. If any such non-monetary default reasonably cannot be cured by Lender without Lender obtaining possession of the Property, the applicable cure period shall not commence until Lender obtains possession of the Property, as long as all rent payments are made and all other defaults which reasonably can be cured by Lender without Lender obtaining possession of the Property are so cured, and provided that Lender commences to exercise any rights to obtain possession or to effect foreclosure, and diligently pursues the exercise of such rights thereafter. Any non-monetary default by Trustee which is not reasonably susceptible of being cured by Lender shall be deemed to have been waived by Ground Lessor, as against Lender, any purchaser at a foreclosure under the Security Instrument, any transferee of a deed in lieu of foreclosure under the Security Instrument and their respective successors and assigns, upon Lender completing a foreclosure of the Security Instrument or such purchaser or transferee obtaining possession of the Property; provided, that this shall not excuse Lender or any person or entity who is or becomes Trustee from fully complying with the Ground Lease, in accordance with its terms, from and after the date it obtains possession of the Property or completes a foreclosure of the Security Instrument, subject to the applicable cure period provided therein (without the benefit of any extended cure periods as set forth herein). If Lender desires to extend any otherwise-applicable cure period pursuant to this subsection (d), it shall give written notice thereof to Ground Lessor prior to the end of such otherwise-applicable cure period and the on-going extension of such cure period shall be conditioned upon Lender continuing to exercise such diligence as required herein. For purposes hereof, insufficiency or lack of funds shall not constitute a reason that an otherwise non-monetary default cannot be cured.

(e) Notwithstanding anything in the Ground Lease to the contrary, if any default by the Trustee is of such a nature that it reasonably cannot be cured by Lender, or reasonably cannot

be cured by Lender without Lender obtaining possession of the Property, Ground Lessor will not terminate the Ground Lease as long as all rent payments are made and all other defaults which reasonably can be cured by Lender without Lender obtaining possession of the Property are so cured and provided that Lender's cure period as described in subsection (d) above has not expired (whether for failure to timely cure during such cure period or for any lack of diligence as required therein). Notwithstanding the foregoing or anything else herein to the contrary, no cure period or any other provision in this Amendment shall be deemed to derogate from or otherwise affect Ground Lessor's rights under Section 26 of the Ground Lease.

(f) Ground Lessor will not terminate the Ground Lease without first giving Lender thirty days' written notice of its intent to terminate the Ground Lease (any such notice, a "Notice of Termination"). In the event that Ground Lessor elects to exercise any right it may have to terminate the Ground Lease in connection with any default thereunder, Ground Lessor may deliver the Notice of Termination prior to the expiration of the cure period described in subsection (d) above, but such Notice of Termination shall not be effective prior to the expiration of such cure period (whether for failure to timely cure or for any lack of diligence required therein) and shall not be effective if Lender cures the relevant default prior to such expiration or if such default is deemed waived by Ground Lessor as described in subsection (d) above.

For the avoidance of doubt, subsections (d)-(f) above shall be deemed to amend, restate, and supersede, in their entirety, Sections 11.3(f)(2)(b)-(c) of the Ground Lease.

13. The following constitute additional amendments to the Ground Lease:

(a) Within thirty (30) days after request by Lender, from time to time made (but not more than twice in any calendar year), Ground Lessor will execute and deliver to Lender or to such other person or entity as may be specified by Lender (i) an estoppel certificate in the form of Exhibit E attached hereto (with information completed as applicable at the time of delivery), or (ii) an estoppel certificate in another form containing such information concerning the Ground Lease as Lender may reasonably request, provided that, in the case of this clause (ii), Lender or Trustee (if the Trustee is an entity other than the bond trustee under the Sub-Ground Lease or the County) or, if the Sub-Ground Lease has not expired or otherwise been terminated, Sub-Lessee, also pays Ground Lessor at the time of its request a non-refundable administrative fee equal to \$500.00, applicable to use of the form supplied by Exhibit E, or a fee of \$3,000.00 applicable to revisions to this form or substitute by any other form, which fees shall be adjusted by changes in CPI every ten years after the date hereof, payable and due to Ground Lessor at the time of each such request. For the avoidance of doubt, Ground Lessor's obligations under this subsection (a) and Sections 10 and 22 hereof, shall be deemed to replace and supersede its obligations to execute any documents under Sections 11.3(c) and 30.1 of the Ground Lease.

(b) Notwithstanding any provisions of the Ground Lease to the contrary, no default or event of default under the Security Instrument or any other Loan Document will, in and of itself, constitute a default or event of default under the Ground Lease, provided, that, this shall not affect whether the event or circumstance giving rise to such default or event of default under the Loan Documents otherwise constitutes a default or event of default under the Ground Lease, in accordance with its terms.

(c) Ground Lessor shall have the right, without the consent of the Trustee, at all times to mortgage or similarly encumber Ground Lessor's fee simple interest in the Property and Ground Lessor's interest in the Ground Lease by a mortgage or deed of trust on Ground Lessor's fee interest (each, a "Fee Mortgage"), provided that each such Fee Mortgage, by its terms, shall be subject and subordinate to the Ground Lease and to the right, title, and interest of the Trustee, Sub-Lessee and to Lender or any other holder or beneficiary of a Leasehold Mortgage (a "Leasehold Mortgage"), in each case in, to and under the Ground Lease, including, without limitation, the right of any Leasehold Mortgagee to enter into a new ground lease pursuant to Section 11.3(f)(2)(d) of the Ground Lease. Upon the request of the Trustee, Sub-Lessee or any Leasehold Mortgagee, Ground Lessor shall obtain an agreement in recordable form in which the holder of the Fee Mortgage acknowledges that such Fee Mortgage is subordinate as set forth above.

14. Notwithstanding anything to the contrary contained in the Ground Lease, the Sub-Ground Lease, the Lab Lease or any other agreement, document, instrument or certificate, the Parties, ABC and Lab LLC acknowledge and agree that, in the event of damage to all or any portion of the Property or Improvements due to a casualty, the casualty insurance proceeds relating thereto shall be paid to Lender and disbursed by Lender in accordance with the terms of the Loan Documents, provided that such casualty insurance proceeds shall be made available by Lender and applied to the restoration of the Property or Improvements to the extent required pursuant to the terms of the Ground Lease, including, without limitation, Section 13.1 thereof.

15. Notwithstanding anything to the contrary contained in the Ground Lease, the Sub-Ground Lease, the Lab Lease or any other agreement, document, instrument or certificate, the Parties, ABC and Lab LLC acknowledge and agree that, in the event of a taking of all or any portion of the Property as the result or in lieu of the exercise of the right of condemnation or eminent domain, the condemnation proceeds attributable to Trustee's and Sub-Lessee's interests in the Property (including, without limitation, the Leasehold Estate, the Sub-Leasehold Estate and the Improvements) shall be paid to Lender and disbursed by Lender in accordance with the terms of the Loan Documents. Nothing in this Section 15 shall alter the obligations of Trustee to repair, restore or rebuild the Improvements pursuant to the terms of Ground Lease, including, without limitation, Section 21 thereof.

16. In the event that any lessor under the Ground Lease becomes the subject of a case under the Bankruptcy Code, and such lessor or any trustee of such lessor rejects or seeks authority to reject the Ground Lease under 11 U.S.C. Section 365 (or any other or successor provision permitting any similar relief): (i) the Trustee shall elect, and hereby does elect, without further act, unless Lender consents in writing to any other election, to remain in possession for the balance of the term of the Ground Lease and any renewal or extension thereof, pursuant to 11 U.S.C. Section 365(h) (and any other successor provision permitting a similar election); (ii) any purported election by the Trustee to treat the Ground Lease as terminated shall be void and of no effect, unless Lender consents in writing thereto; and (iii) the lien of the Security Instrument shall not be impaired by such rejection. In the event that the Trustee becomes the subject of a case under the Bankruptcy Code (or any other law providing similar relief), Ground Lessor shall give prompt notice to Lender of any notice it receives of a request by the Trustee or any trustee of the Trustee for authority to reject the Ground Lease. Ground Lessor acknowledges and agrees that any such rejection of the Ground Lease shall have no effect upon the continued existence of the Leasehold Estate or the Security Instrument so long as Lender has complied with Section

11.3(f)(2)(d) of the Ground Lease. “Bankruptcy Code” shall mean Title 11 of the United States Code entitled “Bankruptcy”, as amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder, and any comparable foreign laws relating to bankruptcy, insolvency or creditors’ rights.

17. Ground Lessor hereby agrees that (i) any Lender Party (as defined below) or any Non-Affiliated Transferee (as defined below) shall, without Ground Lessor’s prior consent but after reasonable prior notice, have the right to succeed to the interest of Trustee under the Ground Lease and/or the interest of Sub-Lessee under the Sub-Ground Lease (in each case, whether by foreclosure, deed in lieu of foreclosure or otherwise) and (ii) in the event a Lender Party succeeds to the interest of Trustee under the Ground Lease and/or the interest of Sub-Lessee under the Sub-Ground Lease, then such Lender Party thereafter may make one assignment or other transfer of said interest without Ground Lessor’s consent but after reasonable prior notice (any of such successions, assignments, or other transfers described in the foregoing clauses (i) and (ii), collectively referred to herein as, the “Permitted Assignments”). For the avoidance of doubt, (i) if the initial Permitted Assignment is to a Lender Party, then only one additional Permitted Assignment is allowed thereafter without Ground Lessor’s consent, (ii) if the initial Permitted Assignment is to a Non-Affiliated Transferee, no further Permitted Assignment shall be allowed without Ground Lessor’s consent and (iii) all such Permitted Assignments shall be subject to all of the terms and conditions in the Ground Lease (other than consent and approval requirements) applicable to assignments or transfers of the Trustee’s interest in the Ground Lease. Any assignment or other transfer of said interest subsequent to the Permitted Assignments shall be subject to all restrictions contained in the Ground Lease including consent and approval requirements applicable to assignments or transfers of the Trustee’s interest in the Ground Lease. Any person or entity that is the transferor or transferee in a Permitted Assignment shall not be liable for any act, omission and/or breach of the Ground Lease by any prior tenant (unless it is affiliated with such prior tenant), and such person or entity shall only be liable for obligations under the Ground Lease first arising from and after the date such person or entity acquires the Leasehold Estate. Upon any transfer or assignment of the Ground Lease by any transferor in a Permitted Assignment, such person or entity shall be automatically released and discharged from all liability thereafter accruing under the Ground Lease. As used herein, “Lender Party” means (i) Lender, (ii) any successor or assign of Lender under the Loan and the Loan Documents and (iii) any subsidiary or affiliate of any of the foregoing. As used herein, “Non-Affiliated Transferee” means any person or entity that is not a Lender Party which succeeds to the interest of Trustee under the Ground Lease and/or the interest of Sub-Lessee under the Sub-Ground Lease, in each case, as a result of the foreclosure of the Security Instrument, a deed in lieu of foreclosure of the Security Instrument or any other transfer in connection with the exercise of Lender’s rights and remedies under the Loan Documents.

18. Ground Lessor hereby confirms with respect to any new ground lease referred to in Section 11.3(f)(2)(d) of the Ground Lease that, should Lender become the lessee under any such new ground lease:

- (a) Ground Lessor will not claim title to any Improvements or otherwise dispute that such title has automatically vested in Lender; and

- (b) Ground Lessor shall use its commercially reasonable efforts, at the expense of Lender, to promptly assign to Lender all space leases and subleases under which the lessees have attorned to Ground Lessor.

19. There shall be no merger of the Ground Lease or the Leasehold Estate thereunder with the fee estate in the Property by reason of the fact that the Ground Lease or the Leasehold Estate thereunder may be held, directly or indirectly, by or for the account of any person or entity which holds the fee estate. No such merger shall occur unless all entities having an interest in the fee estate, Lender and all entities having an interest in the Ground Lease or the Leasehold Estate thereunder join in a written statement effecting such merger and duly record the same.

20. Ground Lessor's interest, if any, in and to any personal property owned by Trustee and located at the Property and any subleases entered into by Trustee for all or any portion of the Property and the rents, issues and profits therefrom are and shall remain subordinate to the lien of the Security Instrument; provided, that the removal of any such personal property shall be done, and the abandonment of any such personal property shall be determined, in accordance with the terms of the Ground Lease. Ground Lessor shall, subject to the rights of tenants, use commercially reasonable efforts to provide such access to the Property as may be reasonably necessary for Lender to remove any such personal property in accordance with the terms of the Ground Lease.

21. Ground Lessor agrees not to disturb the possession of any sublessees under subleases at the Property so long as such sublessees and such subleases do not violate any terms of the Ground Lease and so long as Trustee is not in default under the Ground Lease beyond any applicable notice and cure period.

22. Ground Lessor agrees to execute and deliver additional documents as Lender or any other Leasehold Mortgagee may reasonably request, subject to legal review and provided that Lessor shall not be required to subordinate its fee interest or enter into covenants materially different from those set forth herein or that adversely affect its rights and obligations under the Ground Lease, provided further that Lender or Trustee (if the Trustee is an entity other than the bond trustee under the Sub-Ground Lease or the County) or, if the Sub-Ground Lease has not expired or otherwise been terminated, Sub-Lessee, also pays Ground Lessor at the time of such request a non-refundable administrative fee equal to \$1,000.00, which fees shall be adjusted by changes in CPI every ten years after the date hereof, payable and due to Ground Lessor at the time of each such request. In connection with any request for consent to any assignment of the Ground Lease, other than a Permitted Assignment, the party requesting such consent shall also shall pay Ground Lessor at the time of such request a non-refundable administrative fee equal to \$1,000.00, which fees shall be adjusted by changes in CPI every ten years after the date hereof, payable and due to Ground Lessor at the time of each such request. For the avoidance of doubt, Ground Lessor's obligations under this Section 22 and Sections 10 and 13(a) hereof, shall be deemed to replace and supersede its obligations to execute any documents under Sections 11.3(c) and 30.1 of the Ground Lease.

23. This Amendment shall be deemed to be an amendment to the Ground Lease for all purposes including, but not limited to, under the Bankruptcy Code. Except as and to the extent modified by this Amendment, the Ground Lease shall remain in full force and effect in

accordance with its terms; provided, that to the extent that there are any conflicts between the terms of this Amendment and the other terms of the Ground Lease, the terms of this Amendment shall control. The Ground Lease, as modified by this Amendment, shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns with respect to the Ground Lease.

24. This Amendment may not be changed, waived or discharged orally, but only by an agreement in writing.

25. Ground Lessor hereby waives the provisions of Section 11.3(e) with respect to the Security Instrument and the other Loan Documents. Notwithstanding anything to the contrary, Ground Lessor hereby acknowledges and agrees that Ground Lessor shall not have the rights set forth in Section 11.3(e) with respect to the Loan, the Security Instrument or any of the other Loan Documents.

26. (a) The Property is the subject of the Declaration of Covenants, Conditions, Restrictions and Easements for Discovery Ridge recorded in Book 3078, Page 27, of the Records of Boone County, Missouri, as the same may be amended from time to time (the "Declaration"). The Ground Lessor adopted the Declaration and has the power and right to enforce all provisions of the Declaration (including, without limitation, those provisions that require approval of the "design review committee") in accordance with its terms.

(b) Ground Lessor hereby certifies and states the following with respect to the Declaration as of the date hereof:

(i) The Declaration is in full force and effect and has not been amended, modified, supplemented or superseded.

(ii) To the best of Ground Lessor's knowledge and belief, there has been no default under the Declaration by any of the Parties, and Ground Lessor is not aware of the occurrence of any event which, but for the giving of notice or expiration of time or both, would constitute such a default under the Declaration.

(iii) To the best of Ground Lessor's knowledge and belief, there is no defense, offset, claim or counterclaim by or in favor of such Ground Lessor against any other Party under the Declaration.

(iv) To the best of Ground Lessor's knowledge and belief, all obligations of the "Lessee" under the Declaration through the date hereof have been performed. Without limiting the generality of the foregoing, all necessary consents and approvals required with respect to the Improvements under the Declaration (including, without limitation, the Certificate of Compliance referred to in Section 4.2.6 of the Declaration) have been given and, to the best of its knowledge and belief, all Improvements fully comply with the provisions of the Declaration as of the date hereof.

(v) All fees, costs and expenses due and payable by the Trustee, the Sub-Lessee, or ABC Labs in accordance with the terms of the Declaration have been paid when due, and neither the Trustee, the Sub-Lessee nor ABC Labs has any further

obligations to make payments to the undersigned pursuant to the Declaration as of the date hereof, subject to the CAM expenses described above.

(c) Sub-Lessee and ABC each hereby certifies and states the following with respect to the Declaration as of the date hereof: To the best of its knowledge and belief, there has been no default under the Declaration by Ground Lessor, and it is not aware of the occurrence of any event which, but for the giving of notice or expiration of time or both, would constitute such a default under the Declaration. To the best of its knowledge and belief, there is no defense, offset, claim or counterclaim by or in favor of it against Ground Lessor under the Declaration. To the best of its knowledge and belief, all obligations of the Ground Lessor under the Declaration through the date hereof have been performed.

(d) Notwithstanding anything herein to the contrary, nothing in this Amendment derogates from or otherwise affects Ground Lessor's rights under or with respect to the Declaration, including its ability to amend the same and grant easements as permitted thereunder, so long as such actions do not violate the Ground Lease, including, without limitation, Section 29 thereof. To the extent anything herein is deemed to require the consent of Lender to any such action, such consent shall not be unreasonably withheld, conditioned, or delayed.

27. (a) Lender may at any time, without Ground Lessor's consent, sell, assign, participate or securitize all or any portion of Lender's rights and obligations under the Loan Documents, and any such sale, assignment, participation or securitization may be to one or more financial institutions or other entities, to private investors, and/or into the public securities market, in Lender's sole discretion; provided, that only one person or entity at a time may exercise the rights and remedies of Lender or Leasehold Mortgagee under the Ground Lease and this Amendment.

(b) This Amendment and the representations, warranties and covenants contained herein shall inure to the benefit of and, with respect to its obligations under Sections 14 and 15 hereof, shall be binding upon Lender and its successors and assigns with respect to the Security Instrument or other Leasehold Mortgage, and Ground Lessor further agrees that this Amendment may be relied upon by Lender and such successors and assigns and any nationally recognized statistical rating agency rating any securities issued in connection with the Loan or any portion thereof.

(c) This Amendment and the covenants contained herein shall also inure to the benefit of and, with respect to its obligations under Sections 14 and 15 hereof, shall be binding upon, any future lender providing leasehold financing to Trustee or Sub-Lessee, which lender is a Leasehold Mortgagee and which leasehold financing constitutes a Leasehold Mortgage (as defined in the Ground Lease and subject to the terms and conditions therein, as amended hereby), as if such future lender were a party hereto, in which case references to Lender and Security Instrument shall be deemed to be to such Leasehold Mortgagee and Leasehold Mortgage; provided, however, that the representations, warranties, certifications and other statements made to be effective as of the date hereof in Sections 4-7 and 26 hereof, shall not be for the benefit of any persons or entities other than the parties hereto and UBS Real Estate Securities Inc., and its successors and assigns under the Loan and the Loan Documents. Except as set forth in this Section 27, this Amendment shall only be for the benefit of the parties hereto,

as their respective interests may appear, and no other persons or entities as third party beneficiaries or otherwise.

28. Notwithstanding anything else herein to the contrary:

(a) Ground Lessor shall in no event have any monetary liability under this Amendment to Lender, its successors and assigns, or any other Leasehold Mortgagee, except to the extent of Ground Lessor's willful breach of any covenant herein on or after the date hereof, and following written notice and reasonable opportunity to cure given by Lender with respect to such breach, and subject to all other defenses Ground Lessor may have under the Ground Lease, as amended hereby, or at law or in equity.

(b) Ground Lessor shall in no event have any liability to Lender as a result of Ground Lessor's failure to deliver any notice to or obtain the consent of Lender, but Ground Lessor acknowledges and agrees: (i) that it shall not (and shall not have any right to) terminate the Ground Lease until after fulfillment of any notice requirements and cure periods provided in the Ground Lease, as amended hereby; and (ii) that its failure to obtain any consent shall cause the action taken without such consent not to be binding with respect to Lender or its successors and assigns as and to the extent set forth in the Ground Lease, as amended hereby.

(c) Although Ground Lessor has agreed and bound itself under this Amendment for purposes of the Ground Lease, it shall in no event be deemed to make any representation or warranty, or undertake any liability whatsoever (including, without limitation, pursuant to Section 9 hereof), with respect to: (i) the status or validity of any person's or entity's rights, title, or interest under the Ground Lease (other than Ground Lessor's own right, title, and interest thereunder); and (ii) the status, validity, perfection, or priority of Lender's or any other person's or entity's security interest in the Collateral or any other property; provided, however, Ground Lessor shall be estopped from asserting any claim or taking any position contrary to any of the representations, warranties and agreements made by Ground Lessor hereunder.

(d) Nothing in this Amendment shall be deemed to waive, derogate from, or otherwise affect Ground Lessor's governmental jurisdiction or immunities, including as the authority having jurisdiction with respect to the Property, but Ground Lessor shall be bound by the terms of this Amendment in its capacity as the "Lessor" under the Ground Lease and in the exercise of its rights and remedies as the "Lessor" under the Ground Lease.

(e) For the avoidance of doubt, nothing herein shall be deemed to cause Ground Lessor to have subordinated or conveyed any interest in the Property or any other property or interest, or to be responsible for any obligations under the Loan Documents in any respect.

(f) Nothing in this Amendment shall be deemed to be a waiver, as against Lender, any purchaser at a foreclosure or transferee by deed in lieu of foreclosure, or their respective successors and assigns, of any defense of set-off or recoupment or similar defense that is available to Ground Lessor against the "Lessee" under the Ground Lease, in the event Lender or such purchaser, transferee, or successors and assigns brings a claim against Ground Lessor and to the extent that such claim relates to the same facts or circumstances as such defense. For the

avoidance of doubt, it is agreed that this subsection (f) shall not be deemed itself to constitute a waiver of any defenses or claims.

(g) Nothing in this Amendment shall be deemed to release Lender from any liability it has for its own negligent acts in connection with its exercise or purported exercise of any of its rights, remedies, or privileges granted or permitted herein to the extent Ground Lessor incurs actual out-of-pocket damages as a result of such acts. For the avoidance of doubt, it is agreed that: (i) Lender has no obligation to exercise any such rights, remedies or privileges; and (ii) nothing in the Ground Lease or this Amendment shall be deemed to impose any obligation on any Lender Party or any Non-Affiliated Transferee to indemnify any person or entity, unless such Lender Party or Non-Affiliated Transferee succeeds to the interest of the "Lessee" under the Ground Lease, whereupon such Lender Party or such Non-Affiliated Transferee, as applicable, shall assume and be bound by all obligations of the "Lessee" under the Ground Lease, as amended, in accordance with its terms. Notwithstanding the foregoing, neither any Lender Party, nor any Non-Affiliated Transferee, shall be required to indemnify Ground Lessor under the Ground Lease with respect to any condition or circumstance existing prior to the date that such Lender Party or such Non-Affiliated Transferee, as applicable, succeeds to the interest of the "Lessee" under the Ground Lease, except that any such Lender Party or any such Non-Affiliated Transferee that succeeds to the interest of the "Lessee" under the Ground Lease will indemnify Ground Lessor for any condition or circumstance: (i) arising from the actions, negligence or omission of such Lender Party or such Non-Affiliated Transferee, as applicable, whether occurring prior to or after the date of succession; (ii) of which such Lender Party or such Non-Affiliated Transferee, as applicable, has knowledge on or prior to the date of succession; or (iii) to the extent of liability which arises after the date of such Lender Party's or such Non-Affiliated Transferee's, as applicable, succession due to an exacerbation of such condition or circumstance by such Lender Party or such Non-Affiliated Transferee, as applicable, or due to the failure of such Lender Party or such Non-Affiliated Transferee, as applicable, to correct the condition or circumstance after such date of succession (as opposed to liability of a prior "Lessee" arising from the initial condition or circumstance prior to such Lender Party's or such Non-Affiliated Transferee's, as applicable, succession as "Lessee"). For the further avoidance of doubt, neither any Lender Party, nor any Non-Affiliated Transferee, that succeeds to the interest of the "Lessee" under the Ground Lease, is released from the indemnification obligations in the Ground Lease under the conditions of (i), (ii) and (iii) of the immediately preceding sentence. Nothing herein waives the right of Ground Lessor or others to pursue insurance that is available for any condition under the Lease.

29. Notwithstanding anything herein to the contrary: (i) except with respect to the agreements set forth in Sections 14 and 15 hereof, nothing herein shall be deemed to have amended the Sub-Ground Lease, the Indenture or the transaction documents relating thereto excluding (for the avoidance of doubt) the Ground Lease and any amendments to the Ground Lease (collectively, the "Chapter 100 Bond Documents"); (ii) the County has joined in executing this Amendment as an accommodation to, and at the request of, the other parties hereto, solely for the purpose of providing the representations, consents and/or agreements expressly attributed to the County in Sections 7, 9, 14 and 15 hereof, and as described in the last sentence of this Section 29; and (iii) the liability of the County with respect to this Amendment and the transaction contemplated herein is limited as provided in Section 202 of the Indenture and Sections 10.1 and 10.5 of the Sub-Ground Lease and the County shall in no event have any

monetary liability under this Amendment, except to the extent that, on or after the date hereof, the County receives any casualty insurance proceeds or condemnation proceeds with respect to the Property and the County fails to transfer such proceeds to be applied in accordance with the terms of Sections 14 or 15 hereof, as applicable; provided, however, the County shall be estopped from asserting any claim or taking any position contrary to any of the representations and agreements made by the County under Sections 7, 9, 14 and 15 hereof. For the avoidance of doubt: the County and the Trustee have joined in this Amendment in order to amend the Ground Lease as provided herein; all their agreements herein shall be fully binding upon their respective successors and assigns under the Ground Lease, including any person or entity that succeeds to any right, title, or interest of the "Lessee" under the Ground Lease, including Sub-Lessee at such time as the Sub-Ground Lease is terminated or expires as described in Section 9 hereof, any transferee in a Permitted Assignment as described in Section 17 hereof, and any lessee under any new ground lease as described in Section 18 hereof, and references herein to the "Trustee" shall be deemed to be binding upon each future "Lessee" under the Ground Lease, including all such successors and assigns; and the preceding sentence in this Section 29 shall not be for the benefit of any person or entity other than Boone County, Missouri, UMB Bank, N.A., and their respective successors and assigns under the Chapter 100 Bond Documents..

30. Lender shall notify Ground Lessor, in writing, in the event that it transfers the Security Instrument to any other entity and, within thirty (30) days after request by Ground Lessor, from time to time made, Lender will execute and deliver to Ground Lessor a certificate confirming whether Lender continues to constitute the Leasehold Mortgagee entitled to the benefits hereunder.

31. This instrument may be recorded in the applicable recording office in the County and State in which the Property is located.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated to be effective as of March _____, 2013.

GROUND LESSOR:

THE CURATORS OF THE UNIVERSITY
OF MISSOURI, a body corporate and
politic of the State of Missouri

By: _____
Name:
Title:

Attest: _____
Name:
Title:

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____ day of March, 2013, before me, the undersigned, a Notary Public, personally appeared _____ and _____, who acknowledged themselves to be the _____ and _____, respectively of THE CURATORS OF THE UNIVERSITY OF MISSOURI, a body corporate and politic of the State of Missouri, and that as such officers being authorized so to do executed the foregoing instrument for the purposes therein contained by signing their names as such officers.

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

[SEAL]

Notary Public, State of Missouri
Commissioned in _____ County

My Commission Expires:

Printed Name of Notary Public

LESSEE:

UMB BANK, N.A, a national banking association, as Trustee

By: _____
Name:
Title:

Attest: _____
Name:
Title:

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of March, 2013, before me, the undersigned, a Notary Public, personally appeared _____ and _____, who acknowledged themselves to be the _____ and _____, respectively of UMB BANK, N.A, a national banking association, as Trustee, and that as such officers being authorized so to do executed the foregoing instrument for the purposes therein contained by signing their names as such officers.

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

[SEAL]

Notary Public, State of Missouri
Commissioned in _____ County

My Commission Expires:

Printed Name of Notary Public

ABC:

ANALYTICAL BIO-CHEMISTRY
LABORATORIES, INC., a Missouri
corporation

By: _____
Name:
Title:

Attest: _____
Name:
Title:

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of March, 2013, before me, the undersigned, a Notary Public, personally appeared _____ and _____, who acknowledged themselves to be the _____ and _____, respectively of ANALYTICAL BIO-CHEMISTRY LABORATORIES, INC., a Missouri corporation, and that as such officers being authorized so to do executed the foregoing instrument for the purposes therein contained by signing their names as such officers.

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

[SEAL]

Notary Public, State of Missouri
Commissioned in _____ County

My Commission Expires:

Printed Name of Notary Public

LAB LLC:

LAB FACILITIES LEASING CO., L.L.C.,
a Missouri limited liability company

By: _____
Name:
Title:

Attest: _____
Name:
Title:

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of March, 2013, before me, the undersigned, a Notary Public, personally appeared _____ and _____, who acknowledged themselves to be the _____ and _____, respectively of LAB FACILITIES LEASING CO., L.L.C., a Missouri limited liability company, and that as such officers being authorized so to do executed the foregoing instrument for the purposes therein contained by signing their names as such officers.

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

[SEAL]

Notary Public, State of Missouri
Commissioned in _____ County

My Commission Expires:

Printed Name of Notary Public

COUNTY:

BOONE COUNTY, MISSOURI, a first class county and political subdivision of the State of Missouri

By: *[Signature]*
Name: DANIEL K. ATWILL
Title: PRESIDING COMMISSIONER

Attest: *[Signature]*
Name: WENDY S. NOREN
Title: CLERK OF THE COUNTY COMMISSION

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 14th day of March, 2013, before me, the undersigned, a Notary Public, personally appeared DANIEL K. ATWILL and WENDY S. NOREN, who acknowledged themselves to be the PRESIDING COMMISSIONER and CLERK OF THE Co. COMMISSIONER respectively of BOONE COUNTY, MISSOURI, a first class county and political subdivision of the State of Missouri, and that as such officers being authorized so to do executed the foregoing instrument for the purposes therein contained by signing their names as such officers.

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

[SEAL] **DIANE K. BUCHMANN**
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires May 30, 2015
Commission #11549819

[Signature]
Notary Public, State of Missouri
Commissioned in BOONE County

My Commission Expires:
May 30, 2015

DIANE K BUCHMANN
Printed Name of Notary Public

EXHIBIT A

(DESCRIPTION OF GROUND LEASE AND
ALL AMENDMENTS THEREOF)

1. Discovery Ridge Research Park Ground Lease dated November 1, 2006, by and between The Curators of the University of Missouri, a body politic and corporate of the State of Missouri ("Ground Lessor"), as lessor, Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation ("ABC Labs"), as lessee and Lab Facilities Leasing Co., L.L.C., a Missouri limited liability company ("Lab LLC"), as assignee of ABC Labs;
2. First Addendum to Discovery Ridge Research Park Ground Lease dated November 1, 2006 between Ground Lessor, as lessor, ABC Labs, as lessee, and Lab LLC, as assignee of ABC Labs; and
3. Ground Lessor's Consent Agreement Regarding: 1) Assignment of Ground Lease, 2) Chapter 100 Lease, 3) Partial Assignment of Chapter 100 Lease, 4) Laboratory Lease and 5) Assignment of Laboratory Lease dated as of November 1, 2008 made by Ground Lessor. *[Subject to the provisions of Section 8 of the Amendment to which this Exhibit A is attached.]*

EXHIBIT B

(DESCRIPTION OF ASSIGNMENTS OF GROUND LEASE)

1. Assignment of Lease dated November 1, 2006 by and between ABC Labs, as assignor, to Lab LLC, as assignee;
2. Assignment of Ground Lease dated as of November 1, 2008 made by Lab LLC, as grantor, in favor of Boone County, Missouri, a first class county and political subdivision of the State of Missouri ("Boone County"), recorded on November 21, 2008, as Instrument No. 2008025785, in Book 3396 at Page 106 of the Records of Boone County, Missouri;
3. Assignment of Ground Lease and Chapter 100 Lease Agreement dated as of November 1, 2008 made by Boone County, as grantor, in favor of UMB Bank, N.A., a national banking association, as Trustee ("Trustee"), recorded on November 21, 2008, as Instrument No. 2008025787, in Book 3396 at Page 108 of the Records of Boone County, Missouri;
4. Assignment of Interests dated as of November 12, 2008 made by Lab LLC, as assignor, in favor of RPL 4780 Discovery Drive LLC, a Missouri limited liability company ("RPL"), recorded on November 21, 2008, as Instrument No. 2008025789, in Book 3396 at Page 110 of the Records of Boone County, Missouri;
5. Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated November 12, 2008, made by RPL 4780 Discovery Drive LLC, as trustor, for the benefit of Republic Bank of Chicago, as beneficiary, recorded on November 21, 2008, as Instrument No. 2008025790, in Book 3396 at Page 111 of the Records of Boone County, Missouri, as released, discharged and terminated in its entirety by that certain Release Deed dated December 13, 2012 executed by Republic Bank of Chicago and recorded on March 7, 2013 as Instrument No. 2013005419, in Book 4117 at Page 125 of the Records of Boone County, Missouri; and
6. Assignment and Assumption of Leases and Rents dated November 29, 2012, by and between RPL, as assignor, and STORE SPE Columbia, LLC, a Delaware limited liability company ("STORE"), as assignee, recorded on November 30, 2012, as Instrument No. 2012029628, in Book 4070 at Page 45 of the Records of Boone County, Missouri.

EXHIBIT C

LEGAL DESCRIPTION OF PROPERTY COVERED BY LEASE

A portion of the Northwest Quarter of Section 33, Township 48 North, Range 12 West, in Boone County, Missouri, described as follows:

Commencing at 1/2" iron rod found at the northwest corner of Section 33, Township 48 North, Range 12 West, thence South 01 degrees 05 minutes 30 seconds West along the West line of said Section 33, 554.84 feet to a 5/8" iron rod; thence continuing along said Section line south 01 degrees 05 minutes 30 seconds West 177.66 feet to a 1/4" iron rod; thence leaving said section line north 90 degrees 00 minutes 00 seconds East 531.73 feet to a 5/8" iron rod set at the point of beginning of said 11.478 acre tract; thence North 90 degrees 00 minutes 00 seconds East 738.27 feet to a 1/2" iron rod; thence South 05 degrees 40 minutes 00 seconds East 425 feet to a 1/2" iron rod; thence south 49 degrees 38 minutes 35 seconds West 105.24 feet to 1/2" iron rod; thence south 05 degrees 40 minutes 00 seconds East 184.5 feet to a 1/2" iron rod; thence South 84 degrees 20 minutes 00 seconds West 648.10 feet to a 1/2" iron rod; thence North 05 degrees 40 minutes 00 seconds West 742.29 feet to the point of beginning.

EXHIBIT D

(DESCRIPTION OF SUB-GROUND LEASE AND ALL ASSIGNMENTS AND AMENDMENTS THEREOF)

1. Chapter 100 Lease Agreement dated November 1, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the State of Missouri ("Boone County"), as lessor, and Lab Facilities Leasing Co., L.L.C., a Missouri limited liability company ("Lab LLC"), as lessee;
2. Memorandum of Chapter 100 Lease Agreement dated November 1, 2008, by and between Boone County and Lab LLC, recorded on November 1, 2008, as Instrument No. 2008025786, in Book 3396 at Page 107 of the Records of Boone County, Missouri;
3. Assignment of Ground Lease and Chapter 100 Lease Agreement dated as of November 1, 2008 made by Boone County, as grantor, in favor of UMB Bank, N.A., a national banking association, as Trustee ("Trustee"), recorded on November 21, 2008, as Instrument No. 2008025787, in Book 3396 at Page 108 of the Records of Boone County, Missouri;
4. Assignment of Interests dated as of November 12, 2008 made by Lab LLC, as assignor, in favor of RPL 4780 Discovery Drive LLC, a Missouri limited liability company ("RPL"), recorded on November 21, 2008, as Instrument No. 2008025789, in Book 3396 at Page 110 of the Records of Boone County, Missouri;
5. Collateral Assignments of Taxable Industrial Development Bonds dated as of November 1, 2008 by and between Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation ("ABC"), Lab LLC, RPL, Republic Bank of Chicago ("RBC"), Boone County and the Trustee as (i) released and discharged by RBC pursuant to that certain Release of Bond Control Agreement and Collateral Assignment dated March ____, 2013 and executed by RBC and (ii) terminated in its entirety by that certain Collateral Assignments of Taxable Industrial Development Bonds dated as of March ____, 2013 by and between ABC, Lab LLC, STORE SPE Columbia, LLC, a Delaware limited liability company ("STORE") and UBS Real Estate Securities Inc., a Delaware corporation; and
6. Assignment and Assumption of Leases and Rents dated November 29, 2012, by and between RPL, as assignor, and STORE SPE Columbia, LLC, a Delaware limited liability company, as assignee, recorded on November 30, 2012, as Instrument No. 2012029628, in Book 4070 at Page 45 of the Records of Boone County, Missouri.

EXHIBIT E

(FORM OF ESTOPPEL CERTIFICATE)

THE CURATORS OF THE UNIVERSITY OF MISSOURI, a body politic and corporate of the State of Missouri ("Lessor"), is the holder of the lessor's interest in that certain Ground Lease (the "Ground Lease") more particularly described on Exhibit A attached hereto and made a part hereof and in connection with _____, Lessor, hereby certifies as follows as of the date hereof:

- (a) The Ground Lease is now in full force and effect and has not been amended, modified or supplemented, except as set forth on Exhibit A attached hereto.
- (b) To the best of Lessor's knowledge and belief, neither Lessor nor Lessee is in default under the Ground Lease, and Lessor is not aware of the occurrence of any event which, but for the giving of notice or expiration of time or both, would constitute such a default under the Ground Lease.
- (c) To the best of Lessor's knowledge and belief, there is no defense, offset, claim or counterclaim by or in favor of Lessor against Lessee under the Ground Lease.
- (d) The initial term of the Ground Lease commenced on November 1, 2006, and will terminate on December 31, 2105, unless sooner terminated in accordance with the express provisions of the Ground Lease. Lessee has an extension right pursuant to the terms of Section 2.3 of the Ground Lease.
- (e) All rent and other amounts payable under Section 3.1 the Ground Lease have been paid in full as of the date hereof, and no further rent shall be due and payable under Section 3.1 of the Ground Lease during the initial term of the Ground Lease. All other amounts payable under the Ground Lease as of the date hereof have been paid in full, excluding common area expenses pursuant to Section 6.8 of the Ground Lease ("CAM Charges") which may be due for the [_____] quarterly billing period ending [_____] and any reconciliation of estimated versus actual CAM Charges for the [_____] year.
- (f) To the best of Lessor's knowledge and belief, all work and other obligations required to be performed by Lessor and Lessee under the Ground Lease as of the date hereof have been satisfactorily completed and performed. Construction of the Improvements (as defined in the Ground Lease) has been completed in accordance with the Ground Lease.
- (g) Lessor has not assigned any of its interest in the Ground Lease and, to the best of Lessor's knowledge and belief, Lessee has not assigned any of its interest in the Ground Lease, in all cases except as set forth on Exhibit B attached hereto.
- (h) No bankruptcy proceedings, whether voluntary or otherwise, are pending, or to Lessor's knowledge, threatened, against Lessor.

(i) The Property is the subject of the Declaration of Covenants, Conditions, Restrictions and Easements for Discovery Ridge recorded in Book 3078, Page 27, of the Records of Boone County, Missouri, as the same may be amended from time to time (the "Declaration"), and

(i) The Declaration is in full force and effect and has not been amended, modified, supplemented or superseded.

(ii) To the best of Lessor's knowledge and belief, neither Lessor nor Lessee is in default under the Declaration, and Lessor is not aware of the occurrence of any event which, but for the giving of notice or expiration of time or both, would constitute such a default under the Declaration.

(iii) To the best of Lessor's knowledge and belief, there is no defense, offset, claim or counterclaim by or in favor of Lessor against Lessee under the Declaration.

(iv) To the best of Lessor's knowledge and belief Lessee has performed all of its obligations under the Declaration through the date hereof. Without limiting the generality of the foregoing, all necessary consents and approvals required with respect to the Improvements under the Declaration (including, without limitation, the Certificate of Compliance referred to in Section 4.2.6 of the Declaration) have been given and, to the best of Lessor' knowledge and belief, all Improvements fully comply with the provisions of the Declaration as of the date hereof.

(v) All fees, costs and expenses due and payable in accordance with the terms of the Declaration have been paid when due, and Lessee has no further obligations to make payments to the undersigned pursuant to the Declaration as of the date hereof, except CAM expenses as described above.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Ground Lease.

Lessor acknowledges that _____ will be acting in reliance upon the statements contained herein. [IF APPLICABLE - Lessor further agrees that this Amendment may be relied upon by _____ and its successors and assigns and any nationally recognized statistical rating agency rating any securities issued in connection with that certain [INSERT DESCRIPTION OF LOAN] or any portion thereof.] Notwithstanding anything herein to the contrary, however, Lessor shall in no event be subject to any liability under or in connection with this certificate, but Lessor shall be estopped from denying any of such statements with respect to _____, its successors and assigns. This certificate is for the sole benefit of _____, its successors and assigns; it is not for, and shall not constitute a waiver or release of claims with respect to Lessee or any other person or entity.

This certificate shall not be recorded.

EXHIBIT F

(EASEMENTS)

1. Easement for drainage and utility purposes to City of Columbia, Missouri by instrument dated January 24, 2007 and recorded in Book 3087, Page 3 of the Records of Boone County, Missouri.
2. Easement for street purposes to City of Columbia, Missouri by instrument dated January 24, 2007 and recorded in Book 3087, Page 4 of the Records of Boone County, Missouri.
3. Water line easement granted to Consolidated Public Water Supply District No. 1 by instrument dated May 31, 2007 and recorded in Book 3156, Page 112 of the Records of Boone County, Missouri.

125-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

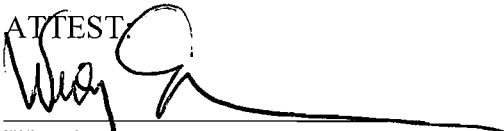
In the County Commission of said county, on the 14th day of March 20 13

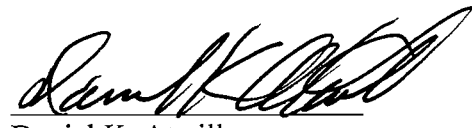
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Collateral Assignments of Taxable Industrial Development Revenue Bonds relating to ABC Labs as stipulated in the attached document. It is further ordered the Presiding Commissioner is hereby authorized to sign said Collateral Assignments of Taxable Industrial Development Revenue Bonds.

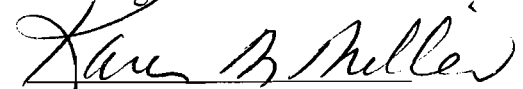
Done this 14th day of March, 2013.

ATTEST.

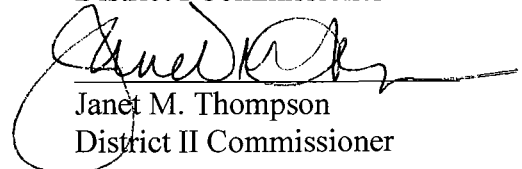

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Kayen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**COLLATERAL ASSIGNMENTS OF TAXABLE INDUSTRIAL
DEVELOPMENT REVENUE BONDS**

THIS COLLATERAL ASSIGNMENTS OF TAXABLE INDUSTRIAL DEVELOPMENT BONDS (this "Assignment") is made as of March ____, 2013 by and between **ANALYTICAL BIO-CHEMISTRY LABORATORIES, INC.**, a Missouri corporation ("ABC"), **LAB FACILITIES LEASING CO., L.L.C.**, a Missouri limited liability company ("Facilities"; Facilities and ABC are together referred to as "Assignor"), **STORE SPE COLUMBIA, LLC**, a Delaware limited liability company ("Assignee") and **UBS REAL ESTATE SECURITIES INC.**, a Delaware corporation ("Lender").

RECITALS

A. ABC is owner of that certain Taxable Industrial Revenue Bond (Analytical Bio-Chemistry Laboratories, Inc. Project) Series 2008, No. 1, in the aggregate maximum principal amount of \$15,000,000 (the "Bonds"), issued by Boone County, Missouri, a first class county and political subdivision organized and existing under the laws of the State of Missouri (the "County") under and pursuant to that certain Trust Indenture dated November 1, 2008 by and between the County and UMB Bank, N.A., a national banking association, as Trustee ("Trustee") (the "Indenture").

B. In connection with the issuance and purchase of the Bonds, ABC and Facilities entered into certain agreements, including: (i) that certain Chapter 100 Lease Agreement dated November 1, 2008, by and between the County, as lessor, and Facilities, as lessee, a memorandum of which was recorded on November 1, 2008, as Instrument No. 2008025786, in Book 3396 at Page 107 of the Records of Boone County, Missouri (the "Original Chapter 100 Lease"), (ii) that certain Performance Agreement dated as of November 1, 2008 among the County, Facilities and ABC (the "Performance Agreement"), (iii) that certain Bond Purchase Agreement dated as of November 1, 2008 between the County, ABC and Facilities (the "Purchase Agreement"), and (iv) that certain Purchaser's Receipt and Representation Letter dated as of November 1, 2008 made by ABC in favor of the County and the Trustee (the "Receipt Letter"; the Indenture, the Chapter 100 Lease (as defined below), the Performance Agreement, the Purchase Agreement, the Bonds and the Receipt Letter, collectively, hereinafter referred to as the "Bond Documents").

C. The County assigned all of its right, title and interests in and to the Chapter 100 Lease (excluding the County's right to receive moneys for its own account and the County's rights to indemnification or to be protected from liabilities by insurance policies required by the Chapter 100 Lease, as provided in the Chapter 100 Lease or the Indenture) to the Trustee pursuant to that certain Assignment of Ground Lease and Chapter 100 Lease Agreement dated as of November 1, 2008 made by the County, as grantor, in favor of Trustee, recorded on November 21, 2008, as Instrument No. 2008025787, in Book 3396 at Page 108 of the Records of Boone County, Missouri (the "County Assignment").

D. Pursuant to that certain Assignment of Interests dated as of November 12, 2008 made by Facilities, as assignor, in favor of RPL 4780 Discovery Drive LLC, a Missouri limited liability company ("RPL"), recorded on November 21, 2008, as Instrument No. 2008025789, in Book 3396 at Page 110 of the Records of Boone County, Missouri (the "Assignment of Interests"), Facilities: (i) assigned to RPL, among other things, all of Facilities' right, title and

interests in and to (x) the Chapter 100 Lease and (y) that certain Laboratory Lease dated March 1, 2007 between Facilities, as lessor, and ABC, as lessee (such Laboratory Lease, as assigned, amended, restated, replaced, supplemented or otherwise modified from time to time, the "Laboratory Lease"); and (ii) retained all of the obligations under the Chapter 100 Lease to pay (x) Basic Rent (as defined in the Chapter 100 Lease) under Section 5.1 of the Chapter 100 Lease, (y) Additional Rent (as defined in the Chapter 100 Lease) under Section 5.2 of the Chapter 100 Lease and (z) all fees, expenses and other monetary obligations under the Chapter 100 Lease (the obligations described in the foregoing clause (x), (y) and (z), collectively, the "Retained Rental Obligations").

E. Assignor collaterally assigned all of Assignor's right, title and interest in and to the Bonds and the Bond Documents to RPL and Republic Bank of Chicago ("RBC") pursuant to that certain Collateral Assignments of Taxable Industrial Development Bonds dated as of November 1, 2008 by and between Assignor, RPL, RBC, the County and the Trustee (the "Prior Collateral Assignment") and Assignor entered into a Bond Control Agreement dated as of November 1, 2008, executed by RPL, RBC, the Trustee and ABC (the "Prior Bond Control Agreement").

F. Assignee acquired all of the lessee's rights, title and interests in, to and under the Chapter 100 Lease, the Laboratory Lease, the Prior Collateral Assignment and the Prior Bond Control Agreement pursuant to that certain Assignment and Assumption of Leases and Rents dated November 29, 2012, by and between RPL, as assignor, and STORE, recorded on November 30, 2012, as Instrument No. 2012029628, in Book 4070 at Page 45 of the Records of Boone County, Missouri (the "RPL Assignment"; the Original Chapter 100 Lease, as assigned, amended, modified, supplemented or otherwise affected by the County Assignment, the Assignment of Interests, the RPL Assignment and as may otherwise be assigned, amended, modified or supplemented in accordance with the terms hereof, the "Chapter 100 Lease").

G. RBC released and forever discharged the Prior Bond Control Agreement and the Prior Collateral Assignment and acknowledged that the Prior Bond Control Agreement and the Prior Collateral Assignment are of no further force or effect pursuant to that certain Release of Bond Control Agreement and Collateral Assignment dated March ____, 2013 and executed by RBC.

H. Assignee is desirous of obtaining a loan (the "Loan") from Lender, which Loan shall be (i) secured by, among other things, a certain Leasehold Deed of Trust, Assignment of Leases and Rents, and Security Agreement given by Assignee to Lender (the "Security Instrument") which shall encumber, among other things, all of Assignee's right, title and interests in the Chapter 100 Lease and the leasehold estate created thereby and (ii) evidenced by, among other things, that certain Loan Agreement, by and between Assignee and Lender (the "Loan Agreement"; the Security Instrument, the Loan Agreement, and all other documents executed and/or delivered in connection with the Loan are referred to herein, collectively, as the "Loan Documents").

I. In connection with Assignee's acquisition of the lessee's rights, title and interests in, to and under the Chapter 100 Lease, and to secure the Retained Rental Obligations and all of ABC's obligations to Assignee under the Laboratory Lease, Assignor is to assign all interests in the Bonds and the Bond Documents, whether now existing or hereafter entered into, to Assignee.

J. Lender is unwilling to make the Loan unless Assignee assigns all of its right, title and interests in the Bonds and the Bond Documents as security for Assignee's obligations under the Security Instrument, the Loan Agreement and the other Loan Documents.

K. Unless otherwise defined in this Assignment, capitalized terms have the same meanings given them in the Bond Documents.

IN CONSIDERATION of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor, Assignee, Lender, Trustee and the County agree as follows:

1. **Recitals.** The forgoing Recitals are true and correct, and are incorporated in this Assignment.

2. **Assignment of Bonds.** Assignor grants a lien and security interest in, and assigns, pledges, transfers, sells and sets over to Assignee all of Assignor's right, title and interest in and to the Bonds and the Bond Documents, together with all amendments, modifications, supplements, addenda and substitutions thereof, until this Assignment is terminated pursuant to Section 11. Notwithstanding that this is a present assignment, this Assignment is subject to the limitations and reservations set forth in Sections 9 and 17 of this Assignment.

3. **Obligations Secured.** This Assignment is given as further security for:

(a) payment of any and all indebtedness due by Assignor or arising under the Bond Documents (including, without limitation, the Retained Rental Obligations) and the Laboratory Lease; and

(b) performance and discharge of any and all obligations, covenants, representations, reimbursement obligations and agreements of Assignor contained in the Bond Documents, the Laboratory Lease or this Assignment.

4. **Appointment of Assignee as Attorney-in-Fact.** Assignor irrevocably constitutes and appoints Assignee, Lender or any of Assignee or Lender's duly authorized and empowered officers or agents as its attorney-in-fact, at Assignee or Lender's option, to demand, receive, and enforce Assignor's rights with respect to the Bonds and/or Bond Documents, provided that Assignee or Lender shall so act only after notice to Assignor that an Event of Default (as defined in Section 6) has occurred and is continuing beyond the applicable cure periods set forth in Section 6 hereof. Assignee shall be permitted to do any and all of these acts in the name of Assignor with the same force and effect as Assignor could do if this Assignment had not been made. Should Assignor fail to perform any of its obligations under the Bonds and/or Bond Documents, Assignee or its officers have the option, as attorney-in-fact, to enforce all rights and obligations of Assignor and/or to act in Assignee's own right. The powers contained in this Section 4 are deemed coupled with an interest and irrevocable.

5. **Representations and Warranties of Assignor; Covenants by Assignor.**

(a) Assignor hereby represents and warrants to Assignee and Lender that:

- (i) no authorization, consent of or notice to any other person or entity (including, without limitation, any member, partner, shareholder or creditor of Assignor) that has not been obtained, is required in connection with the execution, delivery, performance, validity or enforceability of this Assignment;
 - (ii) ABC is the sole record and beneficial owner of, and has good and marketable title to, the Bonds free of any and all liens, assignments, pledges, transfers, mortgages, security interest or other encumbrances, except for the liens, assignments, pledges, transfers, security interests and encumbrances created by this Assignment and the Collateral Assignment to Lender; and
 - (iii) Assignor has not assigned, pledged, transferred, mortgaged or encumbered any of its rights or privileges under the Bond Documents (including, without limitation, with respect to the exercise of the option to purchase or acquire the Project pursuant to Article XI of the Chapter 100 Lease) except (x) as expressly set forth in the Assignment of Interests and (y) the liens, assignments, pledges, transfers, security interests and encumbrances created by this Assignment and the Collateral Assignment to Lender.
- (b) Assignor covenants and agrees:
- (i) not to assign, sell, pledge, transfer, mortgage, grant a lien or security interest or otherwise encumber its interest in the Bonds or Bond Documents so long as this Assignment is in effect, without Assignee's and Lender's prior written consent;
 - (ii) not to violate or default in performance of any provisions (including, without limitation, the Retained Rental Obligations) of any Bond Documents;
 - (iii) to give prompt notice to Assignee and Lender of any alleged violation or default under the Bond Documents;
 - (iv) not to modify, amend, alter, supplement or substitute any of the Bond Documents without the prior written consent of Assignee and Lender, and that any such action taken without Assignee's and Lender's consent shall not be binding on Assignee or Lender;
 - (v) not to enter into or approve any Supplemental Indenture, Supplemental Lease or Additional Bond without the prior written consent of Assignee and Lender, and that any such action taken without Assignee's and Lender's consent shall not be binding on Assignee or Lender;
 - (vi) not to consent to any mortgage, grant of any interest in or other encumbrance of the Project by the County or the Trustee without the prior written consent of Assignee and Lender, and that any such action taken

without Assignee's and Lender's consent shall not be binding on Assignee or Lender; and

- (vii) not to give any directions to the Trustee or the County pursuant to Section 9.3 of the Chapter 100 Lease without the prior written consent of Assignee and Lender, and that any such action taken without Assignee's and Lender's consent shall not be binding on Assignee or Lender.

6. **Event of Default.** Each of the following events shall constitute an event of default hereunder (an "Event of Default"): (i) if an Event of Default (as defined in the Indenture) shall have occurred and is continuing beyond any applicable notice and cure periods expressly provided for in the Indenture; (ii) if ABC is in default under the terms of the Laboratory Lease beyond any applicable notice and cure periods expressly provided for in the Laboratory Lease; or (iii) if Assignor shall continue to be in breach or default under any of the terms, covenants or provisions set forth in this Assignment, for fifteen (15) days after notice to Assignor from Assignee or Lender, in the case of any default which can be cured by the payment of a sum of money, or for thirty (30) days after notice from Assignee or Lender in the case of any other default; provided, however, that if such non-monetary default is susceptible of cure but cannot reasonably be cured within such thirty (30) day period and provided further that Assignor shall have commenced to cure such default within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for such time as is reasonably necessary for Assignor in the exercise of due diligence to cure such default, such additional period not to exceed seventy-five (75) days.

7. **Indemnity.** Assignor agrees to defend, indemnify and hold harmless Assignee from and against any liability, loss, damages, claim or expense incurred by Assignee under or with respect to any of the Bond Documents (except as may be caused by Assignee's willful misconduct or gross negligence) and agrees to reimburse Assignee for any of those items promptly following demand. Assignee agrees to defend, indemnify and hold harmless Lender from and against any liability, loss, damages, claim or expense incurred by Lender under or with respect to any of the Bond Documents (except as may be caused by Lender's willful misconduct or gross negligence) and agrees to reimburse Lender for any of those items promptly following demand.

8. **Effect.** Nothing contained in this Assignment or action or inaction by Assignee or Lender pursuant to the terms of this Assignment (including the acceptance of this Assignment by Assignee or the acceptance of the Collateral Assignment to Lender by Lender) should be construed as an assumption by Assignee or Lender of any of the covenants of the Bond Documents assigned until and unless Assignee or Lender exercises its rights hereunder, after an Event of Default under this Assignment and expressly assumes any such covenants in accordance with Section 9 hereof, Assignor agrees to continue to be liable for the performance of each and every covenant and obligation contained in each of the Bond Documents, on the part of Assignor to be performed.

9. **Present Assignment.** Although it is the intention of Assignor and Assignee that this Assignment be a present and absolute assignment, it is expressly understood and agreed, anything contained in this Assignment to the contrary notwithstanding, that Assignee shall not exercise any of the rights or powers conferred upon it until an Event of Default under this

Assignment shall have occurred. Notwithstanding anything to the contrary in this Assignment, Assignee shall not have any obligation or liability in connection with any Bond Documents unless and until Assignee notifies the County and Assignor, after an Event of Default under this Assignment, that Assignee has expressly assumed all of Assignor's rights under the Bond Documents and all of Assignor's obligations under the Bond Documents and then only with respect to such obligations and liabilities first arising from and after the date of Assignee's assumption of Assignor's rights and obligations under the Bond Documents. Specifically, but not in limitation of the foregoing provisions of this Section 9, until and unless an Event of Default occurs under this Assignment, Assignee shall have no right or ability to exercise any rights or powers under this Assignment including the right to receive interest payments with respect to the Bonds or to cause the Bonds to be redeemed in whole or in part prior to their scheduled maturity. Furthermore, at all times until and unless an Event of Default occurs under this Assignment, Assignor shall have the right to exercise the set-off right set forth in Section 5.1 of the Chapter 100 Lease regardless of the present nature of this Assignment.

10. **Termination of Prior Collateral Assignments of Bonds and Bond Control Agreement.** Assignor, Assignee and Trustee hereby acknowledge and agree that the Prior Bond Control Agreement and the Prior Collateral Assignment are hereby terminated and of no further force or effect. County hereby acknowledges that the Prior Bond Control Agreement and the Prior Collateral Assignment are hereby terminated and of no further force or effect.

11. **Termination.** This Assignment shall continue in full force and effect until the full payment of all the Bonds outstanding.

12. **Benefits; Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

13. **Amendments, Etc.** No amendment or waiver of any provision of this Assignment nor consent to any departure by Assignor shall be effective unless it is in writing and signed by Assignee and Lender, and then the waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The recitals are incorporated in the body of this Assignment. Unless otherwise defined in this Assignment, capitalized terms have the same meanings given them in the Bond Documents. Assignor shall execute any and all financing statements or other documents required to file or perfect the security interest created hereby at the reasonable request of Assignee or Lender.

14. **Jurisdiction and Venue.** Assignee and Assignor agree that in the event of any action, suit or proceeding arising under this Assignment, they shall submit to the jurisdiction and venue of the appropriate federal and state courts of the State of Missouri, sitting in Boone County, Missouri.

15. **Governing Law.** This Assignment and all disputes relating to this Assignment and all claims and controversies, are to be governed by, and construed and enforced in accordance with, the laws of the State of Missouri without reference to choice of law or conflict of law rules.

16. **Severability.** If any provision of this Assignment shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality and enforceability of any other provision of this Assignment or of any documents related thereto.

17. **Collateral Assignment in Favor of Lender.**

(a) Assignee grants, assigns, pledges, transfers, sells and sets over to Lender all of Assignee's right, title and interest in and to the Bonds and the Bond Documents as security for the Loan and Assignee's obligations under the Loan Documents. The Assignment from Assignee to Lender pursuant to this Section 17 shall be referred to herein as the "Collateral Assignment to Lender". Assignee shall execute any and all financing statements or other documents required to file or perfect the security interest created hereby at the reasonable request of Lender.

(b) Although the Collateral Assignment to Lender is a present and absolute assignment, it is expressly understood and agreed, that Lender shall not exercise any of the rights or powers conferred upon it against Assignor until (i) an Event of Default has occurred under this Assignment and (ii) an Event of Default (as defined in the Loan Agreement) shall have occurred. Furthermore, in the event there is no Event of Default under this Assignment but an Event of Default (as defined in the Loan Agreement) has occurred and is continuing, all of Assignee's rights and powers shall immediately vest in Lender, but Lender shall not have the right or ability to exercise any right or remedy under this Assignment against Assignor until there is an Event of Default under this Assignment, it being the express understanding, agreement and intention of Assignor, Assignee, and Lender that Lender may only exercise its rights and remedies under this Assignment against Assignor if there exists both an Event of Default under this Assignment and an Event of Default (as defined in the Loan Agreement). Notwithstanding anything to the contrary in this Assignment, Lender shall not have any obligation or liability in connection with any Bond Documents unless and until Lender has expressly assumed all of Assignee's rights under this Assignment, all of Assignor's rights under the Bond Documents and all of Assignor's obligations under the Bond Documents and then only with respect to such obligations and liabilities first arising from and after the date of Lender's assumption of Assignor's rights and obligations under the Bond Documents.

(c) The Collateral Assignment to Lender shall continue in full force and effect until payment in full of the Loan, together with all interest accrued and unpaid thereon, and all other sums due to Lender in respect of the Loan under the Loan Agreement, the Security Instrument and each of the other Loan Documents.

18. **Acknowledgment and Recognition of County.**

(a) The County acknowledges this Assignment and agrees that, upon the occurrence of an Event of Default under this Assignment and subject to the terms of Section 9 hereof, Assignee shall be in direct privity with the County and the Trustee under the Bond Documents and shall have the entire right, title and interest afforded to Assignor under the Bond Documents, including, without limitation, the rights of Assignor (i) to make full payment of all the Bonds outstanding and (ii) seek conveyance of the Project as described in Section XI of the Chapter 100 Lease.

(b) The County acknowledges the Collateral Assignment to Lender and agrees that, should an Event of Default occur hereunder and an Event of Default (as defined in the Loan Agreement) occur under any of the Loan Documents, subject to the terms of Section 17 hereof, Lender shall be in direct privity with the County and the Trustee under the Bond Documents and shall have the entire right, title and interest afforded to Assignor under the Bond Documents, including, without limitation, the rights of Assignor (i) to make full payment of all the Bonds outstanding and (ii) seek conveyance of the Project as described in Section XI of the Chapter 100 Lease;

(c) The County acknowledges and agrees that no Supplemental Indenture, Supplemental Lease, Additional Bond or modification, amendment, alteration, supplement or substitution of any of the Bond Documents shall be binding on Assignee or Lender unless the prior written consent of Assignee and Lender have been obtained with respect to such action.

(d) The County agrees that it will not mortgage, grant any interest in or otherwise encumber the Project without the prior written consent of Assignee and Lender, and that any such action taken without Assignee's and Lender's consent shall be void and of no force and effect.

19. **Acknowledgment and Recognition of Trustee.**

(a) Trustee acknowledges this Assignment and agrees that, upon the occurrence of an Event of Default under this Assignment and subject to the terms of Sections 9 and 17 hereof, (i) Assignee shall be in direct privity with the County and the Trustee under the Bond Documents and shall have the entire right, title and interest afforded to Assignor under the Bond Documents, including, without limitation, the rights of Assignor (x) to make full payment of all the Bonds outstanding, (y) seek conveyance of the Project as described in Section XI of the Chapter 100 Lease and (z) receive all rights of the holders of the Bonds, including the right to receive payment and (ii) Trustee agrees to reissue or transfer the Bonds to Assignee and execute any and all documents to effectuate such transfer.

(b) Trustee acknowledges the Collateral Assignment to Lender and agrees that, should an Event of Default occur hereunder and an Event of Default (as defined in the Loan Agreement) occur under any of the Loan Documents, subject to the terms of Section 17 hereof, (i) Lender shall be in direct privity with the County and the Trustee under the Bond Documents and shall have the entire right, title and interest afforded to Assignor under the Bond Documents, including, without limitation, the rights of Assignor (x) to make full payment of all the Bonds outstanding, (y) seek conveyance of the Project as described in Section XI of the Chapter 100 Lease and (z) receive all rights of the holders of the Bonds, including the right to receive payment and (ii) Trustee agrees to reissue or transfer the Bonds to Lender and execute any and all documents to effectuate such transfer.

(c) Trustee acknowledges and agrees that no Supplemental Indenture, Supplemental Lease, Additional Bond or modification, amendment, alteration, supplement or substitution of any of the Bond Documents shall be binding on Assignee or Lender unless the prior written consent of Assignee and Lender have been obtained with respect to such action.

(d) Trustee agrees that it will not mortgage, grant any interest in or otherwise encumber the Project without the prior written consent of Assignee and Lender, and that any

such action taken without Assignee's and Lender's consent shall be void and of no force and effect.

(e) Assignor irrevocably constitutes and appoints Trustee or Trustee's duly authorized and empowered officers or agents as its attorney-in-fact, to do any and all acts in the name of Assignor to effectuate the transfers described in Sections 19(a) and 19(b) above. The powers contained in this Section 19(e) are deemed coupled with an interest and irrevocable.

20. **Representations and Warranties of Assignee; Covenants by Assignee.**

(a) Assignee hereby represents and warrants to Lender that:

- (i) no authorization, consent of or notice to any other person or entity (including, without limitation, any member, partner, shareholder or creditor of Assignee) that has not been obtained, is required in connection with the execution, delivery, performance, validity or enforceability of this Assignment; and
- (ii) Assignee has not granted any liens, assignments, pledges, transfers, mortgages, security interest or other encumbrances with respect to Assignee's interests in the Bond and the Bond Documents, except for the liens, assignments, pledges, transfers, security interests and encumbrances in favor of Lender that were created by this Assignment and the other Loan Documents.

(b) Assignee covenants and agrees:

- (i) not to assign, sell, pledge, transfer, mortgage, grant a lien or security interest or otherwise encumber its interest in the Bonds or Bond Documents so long as this Assignment is in effect, without Lender's prior written consent;
- (ii) not to modify, amend, alter, supplement or substitute any of the Bond Documents or grants its consent to any such modification, amendment, alteration, supplement or substitution, without the prior written consent of Lender, and that any such action taken without Lender's consent shall not be binding on Lender;
- (iii) not to enter into or approve any Supplemental Indenture, Supplemental Lease or Additional Bond without the prior written consent of Lender, and that any such action taken without Lender's consent shall not be binding on Lender; and
- (iv) not to give any directions to the Trustee or the County pursuant to Section 9.3 of the Chapter 100 Lease without the prior written consent of Lender, and that any such action taken without Lender's consent shall not be binding on Lender.

21. **Representations and Warranties Regarding Bond Documents.** Assignor, Assignee, County and Trustee hereby acknowledge and agree that as of the date hereof the Bond Documents are in full force and effect. Assignor hereby represents and warrants to Lender and the other parties hereto that as of the date hereof, except as set forth on Exhibit A attached hereto, (i) none of the Bond Documents to which it is a signatory have been amended, modified or supplemented and (ii) to the best of its knowledge and belief none of the Bond Documents to which it is not a signatory have been amended, modified or supplemented. Assignee hereby represents and warrants to Lender and the other parties hereto that as of the date hereof, except as set forth on Exhibit A attached hereto, (i) none of the Bond Documents to which it is a signatory have been amended, modified or supplemented and (ii) to the best of its knowledge and belief none of the Bond Documents to which it is not a signatory have been amended, modified or supplemented. County hereby represents and warrants to Lender and the other parties hereto that as of the date hereof, except as set forth on Exhibit A attached hereto, (i) none of the Bond Documents to which it is a signatory have been amended, modified or supplemented and (ii) to the best of its knowledge and belief none of the Bond Documents to which it is not a signatory have been amended, modified or supplemented. Trustee hereby represents and warrants to Lender and the other parties hereto that as of the date hereof, except as set forth on Exhibit A attached hereto, (i) none of the Bond Documents to which it is a signatory have been amended, modified or supplemented and (ii) to the best of its knowledge and belief none of the Bond Documents to which it is not a signatory have been amended, modified or supplemented.

22. **Counterparts.** This Assignment may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all the parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such counterpart.

23. **Notice Provisions.** All notices required or permitted to be given under this Assignment shall be in writing and shall be deemed to have been duly given if delivered by hand delivery, if sent by United States Mail, certified or registered mail, postage prepaid, or by reputable overnight courier providing proof of receipt and addressed to the parties hereto as follows:

If to Assignor: Analytical Bio-Chemistry Laboratories, Inc.
4780 Discovery Drive
Columbia, Missouri 65201
Attention: Ryan McKenzie, Director of Finance
Facsimile No.: (573) 777-6033

With a copy to: Thomas M. Harrison
Van Matre, Harrison, Hollis, Taylor, and Bacon, P.C.
1103 East Broadway
P.O. Box 1017
Columbia, Missouri 65205
Facsimile No.: (573) 875-0017

If to Assignee: Store SPE Columbia, LLC
8501 E. Princess Drive, Suite 190
Scottsdale, Arizona 85255

Attention: Michael T. Bennett
Facsimile No. (480) 256-1100

With a copy to: Kutak Rock LLP
1801 California Street, Suite 3100
Denver, Colorado 80202
Attention: Nathan P. Humphrey, Esq.
Facsimile No.: (303) 292-7799

If to Lender: UBS Real Estate Securities Inc.
1285 Avenue of the Americas
New York, New York 10019
Attention: U.S. Real Estate Finance –
Transaction Management - Henry Chung
Facsimile No.: (212) 821-2943

With a copy to: Alston & Bird LLP
90 Park Avenue
New York, New York 10016
Attention: Stephen J. Cerniglia, Esq.
Facsimile No.: (212) 210-9444

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

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

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

If to Trustee: UMB Bank, N.A.
2 South Broadway, Sixth Floor
St. Louis, Missouri 63102-1713
Attention: Corporate Trust Department
Facsimile: (314) 612-8499

[NO FURTHER TEXT; SIGNATURES PAGES
FOLLOW ON THE NEXT TWO PAGES.]

IN WITNESS WHEREOF, Assignor, Assignee, Lender, the County and Trustee have executed this Collateral Assignments of Taxable Industrial Development Bonds as of the date first above written.

ASSIGNOR:

ANALYTICAL BIO-CHEMISTRY
LABORATORIES, INC., a Missouri
corporation

By: _____
Name:
Title:

LAB FACILITIES LEASING CO., L.L.C.,
a Missouri limited liability company

By: _____
Name:
Title:

ASSIGNEE:

STORE SPE COLUMBIA, LLC, a
Delaware limited liability company

By: _____
Name:
Title:

LENDER:

UBS REAL ESTATE SECURITIES INC., a
Delaware corporation

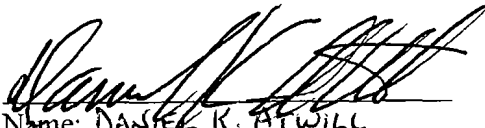
By: _____
Name:
Title:

By: _____
Name:
Title:

COUNTY:

Acknowledged and agreed to with respect to
the terms and provisions of Sections 18 and
21 hereof:

BOONE COUNTY, MISSOURI, a first
class county and political subdivision of the
State of Missouri

By: 
Name: DANIEL K. ATWILL
Title: PRESIDING COMMISSONER

TRUSTEE:

Acknowledged and agreed to with respect to
the terms and provisions of Sections 19 and
21 hereof:

UMB BANK, N.A, a national banking
association, as Trustee

By: _____
Name:
Title:

EXHIBIT A

(AMENDMENTS, MODIFICATIONS AND SUPPLEMENTS TO BOND DOCUMENTS)

1. Requisition Certificate dated November 12, 2008 delivered by Lab Facilities Leasing Co., L.L.C., a Missouri limited liability company ("Facilities") and Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation ("ABC") to UMB Bank, N.A., a national banking association, as Trustee ("Trustee");

2. Amendment to Ground Lease (Discovery Ridge Research Park) dated March ____, 2013, by and between The Curators of the University of Missouri, a body politic and corporate of the State of Missouri, Trustee, STORE SPE Columbia, LLC, a Delaware limited liability company ("STORE"), ABC, Facilities and Boone County, Missouri, a first class county and political subdivision of the State of Missouri;

3. Bond Control Agreement dated as of March ____, 2013, by and between ABC, STORE, UBS Real Estate Securities Inc., a Delaware corporation ("Lender"), and Trustee.

12/6-2013

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned


Term. 20 13

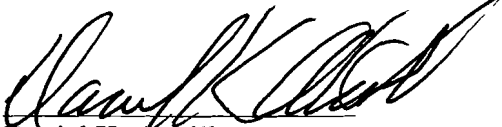
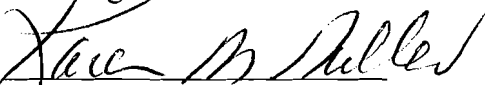

In the County Commission of said county, on the 14th day of March 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Estoppel Certificate relating to ABC Labs as stipulated in the attached document. It is further ordered the Presiding Commissioner is hereby authorized to sign said Estoppel Certificate.

Done this 14th day of March, 2013.

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

ESTOPPEL CERTIFICATE

WHEREAS, UMB BANK, N.A., a national banking association, as Trustee under the Indenture (as defined below) ("Landlord") is the holder of the landlord's interest in that certain Chapter 100 Lease Agreement (the "Lease") more particularly described on Exhibit A attached hereto and made a part hereof, by virtue of that certain Assignment of Ground Lease and Chapter 100 Lease Agreement dated as of November 1, 2008 made by Boone County, Missouri, a first class county and political subdivision organized and existing under the laws of the State of Missouri (the "County"), in favor of Trustee, recorded on November 21, 2008, as Instrument No. 2008025787, in Book 3396 at Page 108 of the Records of Boone County, Missouri;

WHEREAS, STORE SPE Columbia, LLC, a Delaware limited liability company (together with its successors and assigns under the Ground Lease, "Tenant") is the holder of the tenant's interest in the Lease and the leasehold estate created by the Lease (the "Leasehold Estate") in the real property described on Exhibit B attached hereto (the "Property");

WHEREAS, Lab Facilities Leasing Co., L.L.C., a Missouri limited liability company ("Lab LLC") was the original "Lessee" under the Lease and, pursuant to that certain Assignment of Interests dated November 12, 2008, between Lab LLC, as assignor, and RPL 4780 Discovery Drive LLC ("RPL"), as assignee (the "Assignment of Interests"), Lab LLC remains liable for all of the obligations under the Lease to pay (x) Basic Rent (as defined in the Lease) under Section 5.1 of the Lease, (y) Additional Rent (as defined in the Lease) under Section 5.2 of the Lease and (z) all fees, expenses and other monetary obligations under the Lease;

WHEREAS, Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation ("ABC"), holds a sub-sub-leasehold estate in the Property pursuant to that certain Laboratory Lease dated March 1, 2007 between Lab LLC, as lessor, and ABC, as lessee, as (i) amended by that certain First Amendment and Supplement to Laboratory Lease dated November 12, 2008 between Lab LLC, as lessor, and ABC, as lessee, (ii) assigned by Lab LLC to RPL pursuant to the Assignment of Interests, (iii) further assigned by RPL to Tenant pursuant to that certain Assignment and Assumption of Leases and Rents dated November 29, 2012, between RPL, as assignor, and Tenant, as assignee and (iv) further amended by that certain Letter agreement dated November 27, 2012, between Tenant, as lessor, and ABC, as lessee (collectively, the "Lab Lease");

WHEREAS, Tenant is desirous of obtaining a loan (the "Loan") from UBS REAL ESTATE SECURITIES INC., a Delaware corporation, having an address at 1285 Avenue of the Americas, New York, New York 10019 (such entity and its successors and assigns, "Lender"), which Loan shall be (i) secured by, among other things, a Leasehold Deed of Trust, Assignment of Leases and Rents, and Security Agreement given by Tenant to Lender which shall encumber all of Tenant's right, title and interests in the Lease and the Leasehold Estate; and

WHEREAS, Lender is unwilling to make the Loan unless Landlord, the County, ABC and Lab LLC make the representations, covenants and agreements set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Landlord and County hereby agree that Lender is and shall be deemed to be a Financing Party (as defined in Section 101 of that certain Trust Indenture dated November 1, 2008 between Boone County, Missouri and Landlord (the "Indenture")).

2. Landlord hereby represents to Lender as follows:

(i) The Lease is now in full force and effect and has not been amended, modified or supplemented by Landlord except as set forth on Exhibit A attached hereto. To the best of Landlord's knowledge and belief, the Lease has not been amended, modified or supplemented by any other party except as set forth on Exhibit A attached hereto. Landlord has not assigned any of its interest in the Lease and, to the best of Landlord's knowledge and belief, no other party has assigned any of its interest in the Lease except as set forth on Exhibit A attached hereto.

(ii) The initial term of the Lease commenced on November 1, 2008, and will terminate on December 1, 2018, unless sooner terminated in accordance with the express provisions of the Lease. Tenant does not have any right to extend the term of the Lease.

(iii) As of the date hereof, no Basic Rent is due to Landlord under the Lease and all such Basic Rent due to Landlord under the Lease has been paid for as provided for in the Lease. As of the date hereof, no Additional Rent is due to Landlord under the Lease and all such Additional Rent due to Landlord under the Lease has been paid for as provided for in the Lease. There are no other rents, additional rents or other charges payable to Landlord under the Lease other than the Basic Rent and the Additional Rent. To the best of Landlord's knowledge and belief, as of the date hereof, (x) no Additional Rent is due to any other party under the Lease, (y) all such Additional Rent due to any other party has been paid for as provided for in the Lease and (z) there are no other rents, additional rents or other charges payable to any other party under the Lease other than the Additional Rent.

(iv) To the best of Landlord's knowledge and belief, there has been no default under the Lease by Tenant, Lab LLC or Landlord, and Landlord is not aware of the occurrence of any event which, with the giving of notice or expiration of time or both, would constitute a default under the Lease.

(v) To the best of Landlord's knowledge and belief, there is no defense, offset, claim or counterclaim by or in favor of Landlord against Tenant, Lab LLC or ABC, or in favor of Tenant, Lab LLC or ABC against Landlord, in each case, under the Lease.

(vi) Tenant has a right to purchase Landlord's leasehold estate in the Property and the improvements located thereon pursuant to Article XI of the Lease. Landlord has not granted any other party an option or preferential right to purchase all or any part of Landlord's leasehold estate in the Property and the improvements located thereon.

(vii) Except as may be provided in Section 36 of the Ground Lease, Landlord does not have any rights to purchase the fee estate in the Property or any of the improvements located thereon.

3. Landlord acknowledges that Lender has requested, and hereby agrees to send, copies of all notices hereafter given by the Landlord to Tenant or Lab LLC, and Landlord will send such notices to:

Lender: UBS Real Estate Securities Inc.
1285 Avenue of the Americas
New York, New York 10019
Attention: U.S. Real Estate Finance –
Transaction Management – Henry Chung
Facsimile No.: (212) 821-2943

or to such other address as Lender may hereafter specify by written notice to Landlord.

4. Landlord agrees not to disturb the possession of any subtenants under subleases so long as such subtenants do not violate any terms of the Lease.

5. County hereby represents to Lender as follows:

(i) The Lease has not been amended, modified or supplemented by County except as set forth on Exhibit A attached hereto. To the best of County's knowledge and belief, the Lease has not been amended, modified or supplemented by any other party except as set forth on Exhibit A attached hereto. Except as set forth on Exhibit A attached hereto, County has not assigned any of its interest in the Lease and, to the best of County's knowledge and belief, no other party has assigned any of its interest in the Lease.

(ii) As of the date hereof, no Additional Rent is due to County under the Lease and all such Additional Rent due to County under the Lease has been paid for as provided for in the Lease. There are no rents, additional rents or other charges payable to County under the Lease other than the Additional Rent. To the best of County's knowledge and belief, but without further investigation or inquiry by or on behalf of the County, as of the date hereof, (x) no Additional Rent is due to any other party under the Lease, (y) all such Additional Rent due to any other party has been paid for as provided for in the Lease and (z) there are no other rents, additional rents or other charges due and payable to any other party under the Lease other than the Additional Rent. The foregoing notwithstanding, the representations contained herein address only amounts that have become due and payable under the Lease on and prior to the date hereof and nothing in this paragraph shall be construed as a representation, statement, waiver or amendment regarding any Basic Rent, Additional Rent, other rents, additional rents or other charges as may become due and payable after the date hereof.

(iii) To the best of County's knowledge and belief, there has been no default under the Lease by Tenant, Lab LLC or Landlord, and County is not aware of the

occurrence of any event which, with the giving of notice or expiration of time or both, would constitute a default under the Lease.

(iv) To the best of County's knowledge and belief, there is no defense, offset, claim or counterclaim by or in favor of County against Tenant, Lab LLC or ABC, or in favor of Tenant, Lab LLC or ABC against County, in each case, under the Lease.

6. Tenant hereby represents to Lender as follows:

(i) The Lease is now in full force and effect and has not been amended, modified or supplemented by Tenant except as set forth on Exhibit A attached hereto. The Lease has not been amended, modified or supplemented by any other party except as set forth on Exhibit A attached hereto. Tenant has not assigned any of its interest in the Lease and, to the best of Tenant's knowledge and belief, no other party has assigned any of its interest in the Lease except as set forth on Exhibit A attached hereto.

(ii) As of the date hereof, no Basic Rent or Additional Rent is due under the Lease and all such Basic Rent and Additional Rent due under the Lease has been paid for as provided for in the Lease. There are no other rents, additional rents or other charges due and payable under the Lease other than the Basic Rent and the Additional Rent.

(iii) There has been no default under the Lease by Tenant or, to the best of Tenant's knowledge, Lab LLC or Landlord, and Tenant is not aware of the occurrence of any event which, with the giving of notice or expiration of time or both, would constitute a default under the Lease.

(iv) To the best of Tenant's knowledge and belief, there is no defense, offset, claim or counterclaim by or in favor of Tenant against Landlord, Lab LLC or ABC, or in favor of Landlord, Lab LLC or ABC against Tenant, in each case, under the Lease.

(v) Tenant has a right to purchase Landlord's leasehold estate in the Property and the improvements located thereon pursuant to Article XI of the Lease. Tenant has not granted any party an option or preferential right to purchase all or any part of Tenant's leasehold estate in the Property and the improvements located thereon.

(vi) Tenant does not have any rights to purchase the fee estate in the Property or any of the improvements located thereon.

7. Lab LLC and ABC each hereby represent to Lender as follows:

(i) The Lease is now in full force and effect and has not been amended, modified or supplemented by Lab LLC except as set forth on Exhibit A attached hereto. To the best of Lab LLC's and ABC's knowledge and belief, the Lease has not been amended, modified or supplemented by any other party except as set forth on Exhibit A attached hereto. Lab LLC has not assigned any of its interest in the Lease and, to the best of Lab LLC's and ABC's knowledge and belief, no other party has assigned any of its interest in the Lease except as set forth on Exhibit A attached hereto.

(ii) As of the date hereof, no Basic Rent is due under the Lease and all such Basic Rent due under the Lease has been paid for as provided for in the Lease. As of the date hereof, no Additional Rent is due to ABC under the Lease and all such Additional Rent due to ABC under the Lease has been paid for as provided for in the Lease. There are no other rents, additional rents or other charges due and payable to ABC under the Lease other than the Basic Rent and the Additional Rent. To the best of Lab LLC's and ABC's knowledge and belief, as of the date hereof, (x) no Additional Rent is due to any other party under the Lease, (y) all such Additional Rent due to any other party has been paid for as provided for in the Lease and (z) there are no other rents, additional rents or other charges due and payable to any other party under the Lease other than the Additional Rent.

(iii) To the best of Lab LLC's and ABC's knowledge and belief, there has been no default under the Lease by Tenant, Lab LLC or Landlord, and Lab LLC and ABC are not aware of the occurrence of any event which, with the giving of notice or expiration of time or both, would constitute a default under the Lease.

(iv) To the best of Lab LLC's knowledge and belief, there is no defense, offset, claim or counterclaim by or in favor of Lab LLC against Landlord, Tenant or ABC, or in favor of Landlord, Tenant or ABC against Lab LLC, in each case, under the Lease.

(v) To the best of ABC's knowledge and belief, there is no defense, offset, claim or counterclaim by or in favor of ABC against Landlord, Lab LLC or Tenant, or in favor of Landlord, Lab LLC or Tenant against ABC, in each case, under the Lease.

(vi) Neither Lab LLC, nor ABC, has any rights to purchase the fee estate in the Property or any of the improvements located thereon.

8. Landlord, County, Tenant, Lab LLC and ABC each hereby agree that, notwithstanding anything to the contrary, the real property described on Exhibit B attached hereto is and shall be deemed to be the "Project Site" for all purposes of the Lease and the Indenture.

9. Landlord, County, Tenant, Lab LLC and ABC each hereby agree that this Estoppel Certificate may be relied upon by Lender, its successors and assigns and any nationally recognized statistical rating agency rating any securities issued in connection with the Loan or any portion thereof.

The undersigned individuals each hereby certifies, with respect to himself or herself, as applicable, that he or she is duly authorized to sign, acknowledge and deliver this letter for and on behalf of the party for which he or she is executing this Estoppel Certificate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated to be effective as of March _____, 2013.

LANDLORD:


UMB BANK, N.A, a national banking
association, as Trustee


By: _____
Name:
Title:

Attest: _____
Name:
Title:

COUNTY:

BOONE COUNTY, MISSOURI, a first
class county and political subdivision of the
State of Missouri

By: 
Name: DANIEL R. ATWILL
Title: PRESIDING COMMISSIONER

Attest: 
Name: WENDY S. NOREN
Title: CLERK OF THE COUNTY COMMISSIONER

[SIGNATURES CONTINUED ON NEXT PAGE.]

ABC:

ANALYTICAL BIO-CHEMISTRY
LABORATORIES, INC., a Missouri
corporation

By: _____
Name:
Title:

Attest: _____
Name:
Title:

LAB LLC:

LAB FACILITIES LEASING CO., L.L.C.,
a Missouri limited liability company

By: _____
Name:
Title:

Attest: _____
Name:
Title:

[SIGNATURES CONTINUED ON NEXT PAGE.]

TENANT:

STORE SPE COLUMBIA, LLC, a
Delaware limited liability company

By: _____
Name:
Title:

Attest: _____
Name:
Title:

EXHIBIT A

(DESCRIPTION OF LEASE AND ALL ASSIGNMENTS AND AMENDMENTS THEREOF)

1. Chapter 100 Lease Agreement dated November 1, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the State of Missouri ("Boone County"), as lessor, and Lab Facilities Leasing Co., L.L.C., a Missouri limited liability company ("Lab LLC"), as lessee;
2. Memorandum of Chapter 100 Lease Agreement dated November 1, 2008, by and between Boone County and Lab LLC, recorded on November 1, 2008, as Instrument No. 2008025786, in Book 3396 at Page 107 of the Records of Boone County, Missouri;
3. Assignment of Ground Lease and Chapter 100 Lease Agreement dated as of November 1, 2008 made by Boone County, as grantor, in favor of UMB Bank, N.A., a national banking association, as Trustee ("Trustee"), recorded on November 21, 2008, as Instrument No. 2008025787, in Book 3396 at Page 108 of the Records of Boone County, Missouri;
4. Assignment of Interests dated as of November 12, 2008 made by Lab LLC, as assignor, in favor of RPL 4780 Discovery Drive LLC, a Missouri limited liability company ("RPL"), recorded on November 21, 2008, as Instrument No. 2008025789, in Book 3396 at Page 110 of the Records of Boone County, Missouri; and
5. Collateral Assignments of Taxable Industrial Development Bonds dated as of November 1, 2008 by and between Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation ("ABC"), Lab LLC, RPL, Republic Bank of Chicago ("RBC"), Boone County and the Trustee as (i) released and discharged by RBC pursuant to that certain Release of Bond Control Agreement and Collateral Assignment dated February ____, 2013 and executed by RBC and (ii) terminated in its entirety by that certain Collateral Assignments of Taxable Industrial Development Bonds dated as of February ____, 2013 by and between ABC, Lab LLC, STORE SPE Columbia, LLC, a Delaware limited liability company ("STORE") and UBS Real Estate Securities Inc., a Delaware corporation; and
6. Assignment and Assumption of Leases and Rents dated November 29, 2012, by and between RPL, as assignor, and STORE SPE Columbia, LLC, a Delaware limited liability company ("STORE"), recorded on November 30, 2012, as Instrument No. 2012029628, in Book 4070 at Page 45 of the Records of Boone County, Missouri.

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY COVERED BY LEASE

A portion of the Northwest Quarter of Section 33, Township 48 North, Range 12 West, in Boone County, Missouri, described as follows:

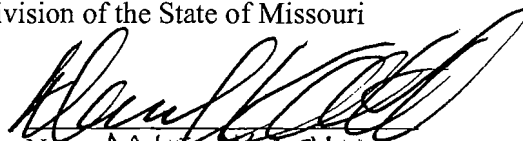
Commencing at 1/2" iron rod found at the northwest corner of Section 33, Township 48 North, Range 12 West, thence South 01 degrees 05 minutes 30 seconds West along the West line of said Section 33, 554.84 feet to a 5/8" iron rod; thence continuing along said Section line south 01 degrees 05 minutes 30 seconds West 177.66 feet to a 1/4" iron rod; thence leaving said section line north 90 degrees 00 minutes 00 seconds East 531.73 feet to a 5/8" iron rod set at the point of beginning of said 11.478 acre tract; thence North 90 degrees 00 minutes 00 seconds East 738.27 feet to a 1/2" iron rod; thence South 05 degrees 40 minutes 00 seconds East 425 feet to a 1/2" iron rod; thence south 49 degrees 38 minutes 35 seconds West 105.24 feet to 1/2" iron rod; thence south 05 degrees 40 minutes 00 seconds East 184.5 feet to a 1/2" iron rod; thence South 84 degrees 20 minutes 00 seconds West 648.10 feet to a 1/2" iron rod; thence North 05 degrees 40 minutes 00 seconds West 742.29 feet to the point of beginning.

**AMENDMENT TO GROUND LEASE
(DISCOVERY RIDGE RESEARCH PARK)**

COUNTY:

BOONE COUNTY, MISSOURI, a
first class county and political
subdivision of the State of Missouri

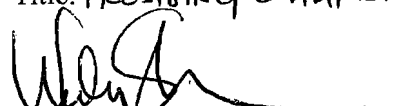
By:



Name: DANIEL R. ATWILL

Title: PRESIDING COMMISSIONER

Attest:



Name: WENDY S. NOPEN

Title: CLERK OF THE COUNTY COMMISSION

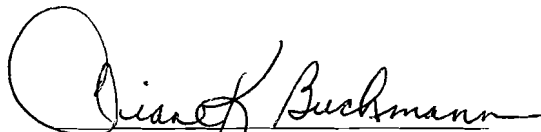
STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 14TH day of March, 2013, before me, the undersigned, a Notary Public, personally appeared DANIEL R. ATWILL, who acknowledged himself/herself to be the PRESIDING COMMISSIONER of BOONE COUNTY, MISSOURI, a first class county and political subdivision of the State of Missouri, and that as such officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing his/her name as such officer.

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

[SEAL]

DIANE K. BUCHMANN
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires May 30, 2015
Commission #11549819



Notary Public, State of Missouri
Commissioned in BOONE

County


My Commission Expires:

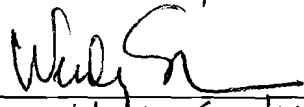
May 30, 2015
Printed Name of Notary Public

DIANE K BUCHMANN

COUNTY:

BOONE COUNTY, MISSOURI, a
first class county and political
subdivision of the State of Missouri

By: 
Name: DANIEL K. ATWILL
Title: PRESIDING COMMISSIONER

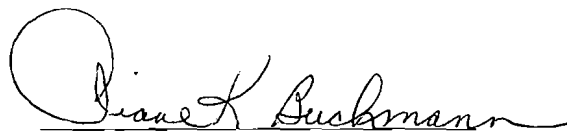
Attest: 
Name: WENDY S. NOREN
Title: CLERK OF THE COUNTY COMMISSION

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 14TH day of March, 2013, before me, the undersigned, a Notary Public, personally appeared DANIEL K. ATWILL, who acknowledged himself/herself to be the PRESIDING COMMISSIONER of BOONE COUNTY, MISSOURI, a first class county and political subdivision of the State of Missouri, and that as such officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing his/her name as such officer.

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

[SEAL] DIANE K. BUCHMANN
 Notary Public - Notary Seal
 State of Missouri
 County of Boone
 My Commission Expires May 30, 2015
 Commission #11549819


Notary Public, State of Missouri
Commissioned in BOONE

County
My Commission Expires:
May 30, 2015
Printed Name of Notary Public

DIANE K BUCHMANN

**COLLATERAL ASSIGNMENTS OF
TAXABLE INDUSTRIAL
DEVELOPMENT REVENUE BONDS**

LENDER:

UBS REAL ESTATE SECURITIES INC.,
a Delaware corporation


By: _____
Name: Henry Chung
Title: Executive Director

By: _____
Name: Racquel Small
Title: Director

COUNTY:

Acknowledged and agreed to with respect
to the terms and provisions of Sections 18
and 21 hereof:

BOONE COUNTY, MISSOURI, a first
class county and political subdivision of the
State of Missouri

By: 
Name: DANIEL K. ATWILL
Title: PRESIDING COMMISSIONER

TRUSTEE:

Acknowledged and agreed to with respect
to the terms and provisions of Sections 19
and 21 hereof:

UMB BANK, N.A, a national banking
association, as Trustee

By: _____
Name:
Title:

LENDER:

UBS REAL ESTATE SECURITIES INC.,
a Delaware corporation


By: _____
Name: Henry Chung
Title: Executive Director

By: _____
Name: Racquel Small
Title: Director

COUNTY:

Acknowledged and agreed to with respect
to the terms and provisions of Sections 18
and 21 hereof:

BOONE COUNTY, MISSOURI, a first
class county and political subdivision of the
State of Missouri

By: 
Name: DANIEL K. ATWILL
Title: PRESIDING COMMISSIONER

TRUSTEE:

Acknowledged and agreed to with respect
to the terms and provisions of Sections 19
and 21 hereof:

UMB BANK, N.A, a national banking
association, as Trustee

By: _____
Name:
Title:

LENDER:

UBS REAL ESTATE SECURITIES INC.,
a Delaware corporation


By: _____
Name: Henry Chung
Title: Executive Director

By: _____
Name: Racquel Small
Title: Director

COUNTY:

Acknowledged and agreed to with respect
to the terms and provisions of Sections 18
and 21 hereof:

BOONE COUNTY, MISSOURI, a first
class county and political subdivision of the
State of Missouri

By: 
Name: DANIEL K. ATWILL
Title: PRESIDING COMMISSIONER

TRUSTEE:

Acknowledged and agreed to with respect
to the terms and provisions of Sections 19
and 21 hereof:

UMB BANK, N.A, a national banking
association, as Trustee

By: _____
Name:
Title:

LENDER:

UBS REAL ESTATE SECURITIES INC.,
a Delaware corporation

By: _____
Name: Henry Chung
Title: Executive Director

By: _____
Name: Racquel Small
Title: Director

COUNTY:

Acknowledged and agreed to with respect
to the terms and provisions of Sections 18
and 21 hereof:

BOONE COUNTY, MISSOURI, a first
class county and political subdivision of the
State of Missouri

By: 
Name: DANIEL K. ATWILL
Title: PRESIDING COMMISSIONER

TRUSTEE:

Acknowledged and agreed to with respect
to the terms and provisions of Sections 19
and 21 hereof:

UMB BANK, N.A, a national banking
association, as Trustee

By: _____
Name:
Title:

ESTOPPEL CERTIFICATE

Dated to be effective as of March _____, 2013.

LANDLORD:

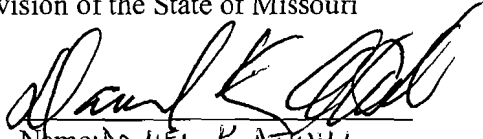
UMB BANK, N.A, a national
banking association, as Trustee

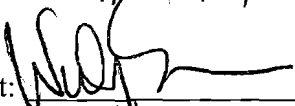
By: _____
Name:
Title:

Attest: _____
Name:
Title:

COUNTY:

BOONE COUNTY, MISSOURI, a
first class county and political
subdivision of the State of Missouri

By: 
Name: DANIEL K. ATWILL
Title: PRESIDING COMMISSIONER

Attest: 
Name: WENDY S. NOREN
Title: CLERK OF THE COUNTY COMMISSIONER

[SIGNATURES CONTINUED ON NEXT PAGE.]

127-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 14th day of March 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Courthouse Plaza by Citizens for Effective Emergency Response on March 18, 2013 from 8:30am to 10:30am.

Done this 14th day of March, 2013.

ATTEST:

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

Daniel K. Atwill

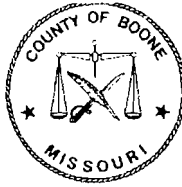
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Press conference

Date(s) of Use: March 18, 2013

Time of Use: From: 8:30am AM/PM thru 10:30am AM/PM

Facility requested: Courthouse Grounds - Courtyard Plaza - Chambers - Rm301 - Rm306 - Rm311 - Rm332
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Citizens for Effective Emergency Response

Organization Representative/Title: Kim Becking, Campaign

Address: 28 N. 8th Street, Ste. 200 Columbia, MO

Phone Number: 573-808-6315

Date of Application: 3-14-13

Email Address: info@yeson1for911.com

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

Daniel K. Atwill
County Commissioner

DATE: 3-14-13

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 14th day of March 20 13

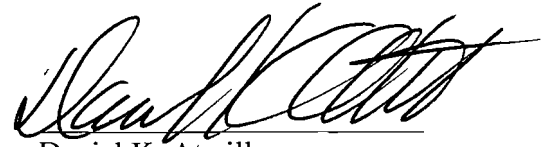
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Commission Chambers by the Columbia Track Club on March 16, 2013 from 6:00am to 12:00pm.

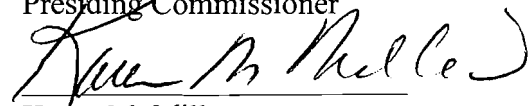
Done this 14th day of March, 2013.

ATTEST:

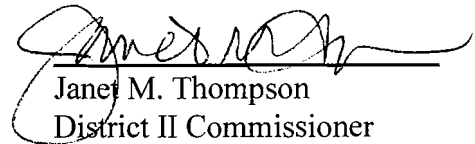
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Registration; packet pickup and awards ceremony for Columbia Track Club's Annual Community St. Pat's 5K Walk/Run

Date(s) of Use: March 16, 2013

Time of Use: From: 6:00 a.m. AM/PM thru 12:00 p.m. AM/PM

Facility requested: Courthouse Grounds - Courtyard Plaza - ChambersXX XX - Rm301 - Rm306 - Rm311 - Rm332
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Columbia Track Club/Steve Stonecipher Fisher & Linda LaFontaine

Organization Representative/Title: Steve Stonecipher Fisher & Linda LaFontaine CTC Board Members

Address: 6307 S Old Village Rd, Columbia, MO 65203

Phone Number: 573-442-2581 Date of Application: March 14, 2013

Email Address: linlafontaine@aol.com

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

County Clerk

BOONE COUNTY, MISSOURI

County Commissioner

DATE: 3-14-13