

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the

17th

day of July

20 25

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

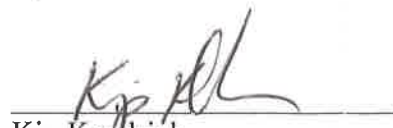

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 720, Deputy Court Marshal, and does hereby authorize an appropriation of \$24.52 per hour for the salary of said position.

Done this 17th day of July 2025.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

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In the County Commission of said county, on the

17th

day of July

20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 256, Account Specialist II, and does hereby authorize an appropriation of \$20.00 per hour for the salary of said position.


Done this 17th day of July 2025.

ATTEST:



Brianna L. Lennon

Clerk of the County Commission


Kip Kendrick

Presiding Commissioner



Justin Aldred

District I Commissioner



Janet M. Thompson

District II Commissioner

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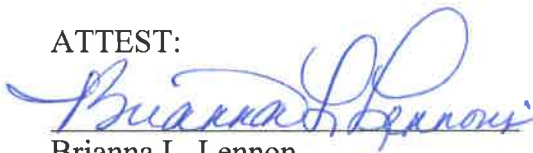
20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of Amendment #6 to County Contract C000076 awarded from Sole Source 129-123116SS, the Agreement for Software Licenses & Services with CentralSquare Technologies, LLC of Chicago, Illinois for the Boone County IT Department. The contract amendment is set out in the attached and the presiding Commissioner is authorized to sign the same.

Done this 17th day of July 2025.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



555 S. Tom Bass Road
Columbia, MO 65202
Phone: (573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: June 17, 2025
RE: Amendment #6 to Contract C000076 awarded from 129-123116SS – Agreement for Software Licenses and Support – Rehost SQL Server for 9-1-1 Dispatching for the Boone County IT Department

Amendment #6 to Contract C000076 awarded from County Sole Source contract 129-123116SS adds the purchase of services to re-host the SQL Server for 9-1-1 dispatching, Law Enforcement records management, and Jail Management software. Sole Source 129-123116SS was approved by the Boone County Commission on March 24, 2016 via Commission Order 148-2016.

The Contractor, CentralSquare Technologies LLC of Chicago, Illinois will assist the County with this task.

Payment for the purchase will reference 2708 – 911/Emergency Management IT Hardware & Software/71100 -Outsourced Services: \$12,870.00

cc: Beth Boos / IT
Contract File

Commission Order: 356-2025

Date: 07.17.25

**CONTRACT AMENDMENT NUMBER SIX
AGREEMENT FOR SOFTWARE LICENSES AND SERVICES**

County contract # **C000076**, awarded on March 24, 2016, from Sole Source 129-123116SS, made by and between Boone County, Missouri and **CentralSquare Technologies, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** the following purchase:

Purchase – The County agrees to purchase additional remote service from the Contractor to assist the County with re-hosting the County's Microsoft SQL Server for the County's 9-1-1 Dispatching software pursuant to CentralSquare Quote # Q-200373 dated May 30, 2025 prepared by Garrett Reinhart on behalf of the Contractor, incorporated into the contract as **Amendment Six - Attachment One** as attached hereto:

| Line Item | Description | Quantity | 1 st Annual Period | 2 nd Annual Period | 3 rd Annual Period |
|-------------------------|---|----------|-------------------------------|-------------------------------|-------------------------------|
| 1. | Public Safety Project Management Services – Fixed Fee | 1 | \$2,145.00 | N/A | N/A |
| 2. | Public Safety Technical Services- Fixed Fee | 1 | \$8,385.00 | N/A | N/A |
| 3. | Public Safety Technical Services- Fixed Fee | 1 | \$2,340.00 | N/A | N/A |
| 4. | Maintenance | 1 | No Charge | No Charge | No Charge |
| Total Fees (USD) | | | \$12,870.00 | | \$12,870.00 |

2. All other terms and conditions of the original contract as previously amended shall remain the same and apply hereto.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, acknowledge the changes of said contract.

CENTRALSQUARE TECHNOLOGIES, LLC

by 
DocuSigned by: 6769F1AD774045B...
 title vp of sales

APPROVED AS TO FORM:


DocuSigned by: 7D71DEAEB9D74DD...
 County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission


DocuSigned by: 57400BED96434D4...
 Presiding Commissioner

ATTEST:


Signed by: 0267E242BFB948C...
 County Clerk

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 of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

2708/71100: \$12,870.00

| | | |
|---|-----------|-----------------------|
| <div>DocuSigned by: <i>Kyle Pieman</i> by HA EB91DB24AAAC49D...</div> | 6/30/2025 | |
| Signature | Date | Appropriation Account |

CERTIFIED COPY OF ORDER**STATE OF MISSOURI**

}

ea.

July Session of the July Adjourned

Term. 20 25**County of Boone****In the County Commission of said county, on the**

17th

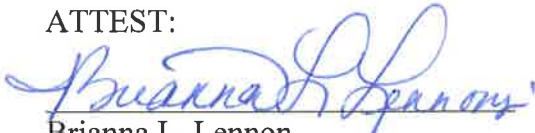
day of July**20 25****the following, among other proceedings, were had, viz:**

Now on this day, the County Commission of the County of Boone, upon the class action counsel's recommendation in connection with the national opioid litigation, does hereby approve the Sandoz settlement participation agreement.

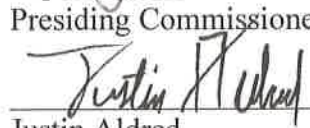
The terms of the agreement are set out in the attached and the Presiding Commissioner is authorized to execute the same. The County Counselor is also authorized to upload the executed agreement to the national opioid litigation portal.

Done this 17th day of July 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

EXHIBIT C

Subdivision Participation Form

| | |
|------------------------------------|---|
| <u>Eligible Subdivision Name:</u> | Boone County, Missouri |
| <u>Case No.:</u> | 1:17-md-2804 |
| <u>Authorized Signatory Name:</u> | Kip Kendrick |
| <u>Authorized Signatory Title:</u> | Presiding Commissioner |
| <u>Address 1:</u> | c/o County Counselor, 801 E Walnut Rm 211 |
| <u>Address 2:</u> | |
| <u>City, State, Zip:</u> | Columbia, MO 65201 |
| <u>Phone:</u> | 573-886-4414 |
| <u>Email:</u> | kkendrick@boonecountymmo.org |

The Eligible Subdivision identified above ("Subdivision"), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 ("Sandoz Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to ParticipationandDismissals@NationalOpioidOfficialSettlement.com in accordance with the time limitations and terms of the Sandoz Settlement.
12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that

it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.

13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Signature:



Name:

Kip Kendrick

Title:

Presiding Commissioner

Date:

7/17/2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 25

In the County Commission of said county, on the 17th day of July 20 25

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

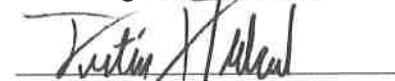

Now on this day, the County Commission of the County of Boone, upon the recommendation of bond counsel, does hereby approve of the assignment reflected in the attached documents as summarized by bond counsel relating to the existing Chapter 100 project with American Outdoor Brands and authorizes the Presiding Commissioner to execute such documents as necessary to effectuate the assignment.

Done this 17th day of July 2025.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

(For Recorder's Certification)

**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT
AND RELATED BOND DOCUMENTS**

Grantor: **RCS - S&W FACILITY, LLC**
 371 Centennial Parkway, Suite 200
 Louisville, CO 80027

Grantee: **TRUMAN LOGISTICS CENTER, LLC**
 5050 N. 40th Street, Suite 30
 Phoenix, AZ 85018

**Real Property
Legal**

Description: **See Exhibit A on page 9**

Dated as of: _____, 2025

Reference: **Instrument No. 2017022994, Book 4825, Page 139**
 Instrument No. 2017025614, Book 4841, Page 3
 Instrument No. 2017025615, Book 4841, Page 4
 Instrument No. 2020002040, Book 5136, Page 131
 Instrument No. 2020002199, Book 5137, Page 45
 Instrument No. 2023 _____, Book _____, Page _____

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND RELATED BOND DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND RELATED BOND DOCUMENTS (the “**Assignment**”) entered into on July 17, 2025 (the “**Effective Date**”) is by and between **RCS - S&W FACILITY, LLC**, a Colorado limited liability company (the “**Assignor**”) and **TRUMAN LOGISTICS CENTER, LLC**, a Wyoming limited liability company (the “**Assignee**”).

RECITALS

WHEREAS, pursuant to Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “**Act**”), and Commission Order 528-2017 (the “**Order**”) adopted by the County Commission of Boone County, Missouri (the “**County**”), on November 30, 2017, the County has previously (i) approved a plan for American Outdoor Brands, Inc.’s, a Delaware corporation (the “**Company**”) as successor-in-interest to Smith & Wesson Corp. (the “**Corp**”), economic development project, and (ii) issued, on or about December 19, 2017, the County’s \$44,000,000 aggregate maximum principal amount of Taxable Industrial Development Revenue Bonds (Smith & Wesson Corp. Project), Series 2017 (the “**Bonds**”) pursuant to a Trust Indenture dated as of December 1, 2017 (the “**Indenture**”), between the County and BOKF, NA, as trustee (the “**Trustee**”), the proceeds of which were used to pay costs of a portion of the Project (as defined in the Indenture) consisting of constructing and improving a new warehouse and distribution facility (the “**Project Improvements**”);

WHEREAS, in connection with the issuance of the Bonds, (i) pursuant to a Special Warranty Deed dated December 19, 2017, and recorded on December 20, 2017, as Instrument No. 2017025614, Book 4841, Page 3, in the real property records of the County (the “**Special Warranty Deed**”), Ryan Boone County, LLC, a Minnesota limited liability company (“**RBC**”), as grantor, conveyed to the County certain land described in Exhibit A upon which the Project Improvements are located (the “**Project Site**”), subject to a certain lease agreement dated as of October 24, 2017 (the “**Sublease**”) that had been previously entered into between RBC, as landlord, and the Corp, as tenant, a memorandum of which as recorded on October 24, 2017, as Instrument No. 2017022994, Book 4825, Page 139, in the real property records of the County, as assigned by RBC to Assignor by that certain Assignment and Assumption of Lease Agreement and Related Bond Documents dated January 31, 2020 and recorded on February 3, 2020, in the official records of Boone County, Missouri as Instrument No. 2020002119, Book 5137, Page 45 (the “**RCS Assignment**”), as assigned by the Corp to the Company by that certain Assignment and Assumption of Lease Agreement dated January 31, 2023 (the “**Company Assignment**”), and (ii) the County leased back to RBC the Project, pursuant to the Lease Agreement dated as of December 1, 2017, a memorandum of which was recorded on December 20, 2017, as Instrument No. 2017025615, Book 4841, Page 4, in the real property records of the County, as amended by that certain First Amendment to Lease Agreement dated January 31, 2020, a memorandum of which was recorded on January 31, 2020, as Instrument No. 2020002040, Book 5136, Page 131, in the real property records of the County, as assigned by RBC to Assignor by the RCS Assignment (collectively, the “**Lease**”);

WHEREAS, in connection with the issuance of the Bonds, (i) the County and RBC entered into the Bond Purchase Agreement dated as of December 1, 2017, as assigned by RBC to the Assignor by the RCS Assignment (collectively, the “**Bond Purchase Agreement**”), pursuant to which the Assignor, as successor-in-interest to RBC and in its capacity as purchaser, agreed to purchase all of the Bonds in accordance with the terms and provisions set forth in the Bond Purchase Agreement and (ii) the County, RBC, and the Corp entered into a Performance Agreement dated as of December 1, 2017, as assigned by RBC to the Assignor by the RCS Assignment, and as assigned by the Corp to the Company by the Company Assignment (collectively, the “**Performance Agreement**”) whereby the parties set forth the terms relating

to property tax abatement for the Project and the Company, among other things, agreed to make certain payments in lieu of taxes in exchange for said property tax abatement for the Project;

WHEREAS, in addition to the Indenture, the Lease, the Bond Purchase Agreement and the Performance Agreement, RBC, the County and the Trustee entered into various other documents relating to the Bonds, as assigned by RBC to the Assignor (collectively, and together with the Performance Agreement and the Bond Purchase Agreement the “**Other Bond Documents**”);

WHEREAS, Assignor and Assignee are parties to that certain Agreement to Purchase Ground Leasehold Interest and Escrow Instructions, effective as of March 26, 2025, as amended and assigned, pursuant to which the Assignor has agreed to sell and transfer all of its right, title, and interest in the Project to Assignee;

WHEREAS, Assignor desires to assign and transfer to Assignee all of Assignor’s right, title, and interest in and to the Lease, the Bond Purchase Agreement, the Performance Agreement, the Other Bond Documents, and the Bonds;

WHEREAS, Assignee desires to accept such assignment subject to the terms and conditions set forth below; and

WHEREAS, the County and the Trustee desire to consent to such assignment and assumption.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee the following (collectively, the “**Assigned Interests**”):

- a. The Lease and the leasehold created under the Lease, together with all of Assignor’s rights and interest in, to and under the Lease, which demises the Project, including the Project Site, and all of Assignor’s rights and interests in the Project, including the Project Improvements and all buildings, structures, improvements, fixtures, machinery, and equipment situated on the real estate and all of its additions, alterations, modifications, and improvements.
- b. All of Assignor’s rights and interest in, to and under the Bond Purchase Agreement, the Performance Agreement, and the Other Bond Documents; and
- c. All of Assignor’s rights and interest in the Bonds.

2. **Assumption.** Assignee accepts all of the Assigned Interests assigned by Assignor in Paragraph 1 and assumes and agrees to pay, perform, and discharge promptly and fully when and as required all obligations and liabilities under the Lease and the Other Bond Documents that accrue on or after the Effective Date.

3. **Delivery of documents; representations.** Pursuant to **Section 13.1(a)** of the Lease, Assignor represents that all conditions precedent to the assignment have been satisfied. Assignor represents

that there has been no damage or destruction to the Project that has not been repaired, restored, and replaced in accordance with the terms of the Lease.

4. **Further Assurances; Cooperation.** The parties agree to execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate the intent of this Assignment. Without limiting the generality of the foregoing, Assignor further agrees to execute any additional documents required for the transfer of the Bonds to Assignee, as may be required by the Indenture.

5. **Assignor's Representation.** Assignor represents that Assignor has not transferred, sold, encumbered, or otherwise disposed of the Bonds nor has Assignor assigned the Lease or transferred or encumbered or otherwise disposed of its interest in the Project or any of the Assigned Interests.

6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. **Governing law.** This Assignment shall be interpreted and construed under the laws of the State of Missouri, excluding any conflict of law or choice-of-law rules that might lead to the application of the internal laws of another jurisdiction.

9. **Recording.** Assignee shall submit this Assignment for recording in the Office of the Recorder of Deeds of Boone County, Missouri on or about the Effective Date.

10. **Indemnity.** Assignor hereby indemnifies and holds Assignee harmless from and against all claims, demands, losses, damages, expenses and costs including, but not limited to, reasonable attorneys' fees and expenses actually incurred, arising out of or in connection with Assignor's failure to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignor under each of the Lease, the Bond Purchase Agreement, the Performance Agreement and the Other Bond Documents to be observed, performed, or discharged with respect to the period prior to and including the Effective Date. Assignee hereby indemnifies and holds Assignor harmless from and against all claims, demands, losses, damages, expenses, and costs including, but not limited to, reasonable attorneys' fees and expenses actually incurred, arising out of or in connection with Assignee's failure, after the date of this Assignment, to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignee under the Lease and the Performance Agreement with respect to the period after the Effective Date.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment as of the Effective Date.

ASSIGNOR:

RCS - S&W FACILITY, LLC,
a Colorado limited liability company

By: Judith Lawson
Name: Judith Lawson
Title: Manager JK

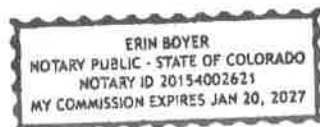
ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

BE IT REMEMBERED, that on this 10th day of July, 2025, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Judith Lawson, the Manager of RCS - S&W FACILITY, LLC, a Colorado limited liability company, who is personally known to me to be such official and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such officer duly acknowledged the execution of the same to be the act and deed of said company.

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

[SEAL]



Erin Boyer
Notary Public

My commission expires 1-20-2027

CONSENT OF BOONE COUNTY, MISSOURI

The County hereby acknowledges, consents and approves the execution, delivery and recording of this Assignment and Assumption of Lease Agreement and Related Bond Documents dated July 17, 2025, between RCS - S&W FACILITY, LLC, a Colorado limited liability company, as assignor, and TRUMAN LOGISTICS CENTER, LLC, a Wyoming limited liability company, as assignee.

BOONE COUNTY, MISSOURI

[SEAL]

By: Kip Kendrick
Name: Kip Kendrick
Title: Presiding Commissioner

ATTEST

By: Brianna L. Lennon
Name: Brianna L. Lennon
Title: County Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 17th day of July, 2025, before me, the undersigned, a Notary Public, appeared Kip Kendrick and Brianna L. Lennon, to me personally known, who, being by me duly sworn, did say that they are the Presiding Commissioner and County Clerk, respectively, of BOONE COUNTY, MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of said County, and that said instrument was signed and sealed on behalf of said County by authority of its governing body, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said County.

[SEAL]



Jodi R. Vanskike
Notary Public

Typed Name: Jodi R. Vanskike

My commission expires 11.29.2028

ASSIGNEE:

TRUMAN LOGISTICS CENTER, LLC,
a Wyoming limited liability company

By: Tratt Properties, LLC, an Arizona limited
liability company

By: _____

Name: Jonathan Tratt

Title: Manager

ACKNOWLEDGMENT

STATE OF Florida)
) SS.
COUNTY OF MIAMI-DADE)

BE IT REMEMBERED, that on this 9th day of July, 2025, before me the undersigned, a Notary Public in and for the County and State aforesaid, appeared Jonathan Tratt, the Manager of Tratt Properties, LLC, an Arizona limited liability company, itself the Manager of TRUMAN LOGISTICS CENTER, LLC a Wyoming limited liability company, who is personally known to me to be such Manager and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such officer duly acknowledged the execution of the same to be the act and deed of said company.

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

[SEAL]

Notary Public

My commission expires Jan. 22, 2026



Alejandra Rojas
Comm.: HH 186827
Expires: Jan. 22, 2026
Notary Public - State of Florida

CONSENT OF TRUSTEE

BOKF, NA, as trustee, hereby acknowledges and consents to the execution and delivery of this Assignment and Assumption of Lease Agreement and Related Bond Documents dated _____, 2025, between RCS - S&W FACILITY, LLC, a Colorado limited liability company, as assignor, and TRUMAN LOGISTICS CENTER, LLC, a Wyoming limited liability company, as assignee ("Assignee").

The Trustee represents and warrants to Boone County, Missouri, and the Assignee that the Trustee has no knowledge of any default, monetary or otherwise, that has occurred under the terms of the Lease as of the Effective Date.

BOKF, NA

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF)

BE IT REMEMBERED, that on this ____ day of _____, 2025, before me the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such officer duly acknowledged the execution of the same to be the act and deed of said corporation.

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

[SEAL]

Notary Public

Typed Name: _____

My commission expires _____

EXHIBIT A

PROJECT SITE

LEGAL DESCRIPTION

Lot 2, AMERICAN OUTDOOR BRANDS, PLAT NO. 1, a subdivision in Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 52, Page 68, Records of Boone County, Missouri.

AGREEMENT, NOTICE AND ACKNOWLEDGEMENT

THIS AGREEMENT, NOTICE AND ACKNOWLEDGMENT (hereinafter referred to as the "Agreement"), dated July 17, 2025 is made by and among **BOONE COUNTY, MISSOURI**, having an address at 801 E. Walnut, Room 112, Columbia, Missouri 65201 (the "County"); BOKF, NA, as trustee, having an address of _____ (the "Trustee"),

TRUMAN LOGISTICS CENTER LLC, a Wyoming limited liability company, having an address of 5050 North 40th Street, Suite 360, Phoenix, Arizona 85018 ("Borrower"); and **ARIZONA BANK & TRUST, A DIVISION OF UMB BANK, N.A.**, a national banking association, having an address of Arizona Bank & Trust, a division of UMB Bank, N.A, 2777 East Camelback Road, Suite 350, Phoenix, Arizona 85016 ("Lender").

RECITALS:

A. Pursuant to Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and Commission Order 528-2017 adopted by the County Commission of the County, on November 30, 2017, the County has previously (i) approved a plan for American Outdoor Brands, Inc.'s, a Delaware corporation ("AOB") as successor-in-interest to Smith & Wesson Corp. ("Smith & Wesson"), economic development project, and (ii) issued, on or about December 19, 2017, the County's Taxable Industrial Development Revenue Bonds (Smith & Wesson Corp. Project), Series 2017, in the maximum aggregate principal amount of \$44,000,000 (the "Bonds") pursuant to a Trust Indenture dated as of December 1, 2017 (the "Indenture"), between County and the Trustee, as trustee, the proceeds of which were used to pay costs of a portion of the Project (as defined in the Indenture) consisting of constructing and improving a new warehouse and distribution facility for the Company (the "Project Improvements") that was undertaken by Ryan Boone County, LLC, a Minnesota limited liability company (the "Developer");

B. In connection with the issuance of the Bonds, (a) pursuant to a Special Warranty Deed dated December 19, 2017, and recorded on December 20, 2017, as Instrument No. 2017025614, Book 4841, Page 3, in the real property records of County, Developer, as grantor, conveyed to County certain land upon which the Project and the Project Improvements are located (the "Property"), as more particularly described on Exhibit 1 attached hereto and incorporated herein, subject to a certain lease agreement dated as of October 24, 2017 (the "Sublease") that had been previously entered into between Developer, as landlord, and AOB, as tenant, a memorandum of which was recorded on October 24, 2017, as Instrument No. 2017022994, Book 4825, Page 139, in the real property records of County, as assigned by Developer to RCS – S&W Facility, LLC, a Colorado limited liability company (the "Assignor") by that certain Assignment and Assumption of Lease Agreement and Related Bond Documents dated January 31, 2020 and recorded on February 3, 2020, in the official records of Boone County, Missouri as Instrument No. 2020002119, Book 5137, Page 45 (the "RCS Assignment"), as assigned by the Smith & Wesson to AOB by that certain Assignment and Assumption of Lease Agreement dated January 31, 2023 (the "AOB Assignment"), and (b) pursuant to the Lease Agreement dated as of December 1, 2017, a memorandum of which was recorded on December 20, 2017, as Instrument No. 2017025615, Book 4841, Page 4, in the real property records of the County, as amended by that certain First Amendment to Lease Agreement dated January 31, 2020, a memorandum of which was recorded on January 31, 2020, as Instrument No. 2020002040, Book 5136, Page 131, in the real property

records of the County, as assigned by Developer to Assignor by the RCS Assignment (collectively, the "Lease" or the "Bond Lease"), County, as lessor, leased back to Assignor, as lessee, the Project and Assignor, as sublessor and landlord, subleased the Project to AOB, as sublessee and tenant, pursuant to the Sublease;

C. In connection with the issuance of the Bonds, (a) County and Developer entered into the Bond Purchase Agreement dated as of December 1, 2017, as assigned by Developer to Assignor by the RCS Assignment (collectively, the "Bond Purchase Agreement"), pursuant to which Assignor, as successor-in-interest to Developer and in its capacity as purchaser, agreed to purchase all of the Bonds in accordance with the terms and provisions set forth in the Bond Purchase Agreement and (b) County, Developer and Smith & Wesson entered into a Performance Agreement dated as of December 1, 2017, as assigned by Developer to Assignor by the RCS Assignment, as assigned by the Corp to AOB by the AOB Assignment (collectively, the "Performance Agreement"), whereby the parties set forth the terms relating to property tax abatement for the Project and AOB, among other things, agreed to make certain payments in lieu of taxes in exchange for said property tax abatement for the Project;

D. Under the terms of the Bond Lease, Borrower has been granted the option to purchase the Property from the County, subject to certain conditions set forth therein ("Purchase Option");

E. Lender intends to extend a loan in the maximum principal amount of \$31,318,590.00 to Borrower (the "Loan"), pursuant to that certain Loan Agreement and ancillary documents made between Borrower and Lender on even date herewith (collectively, the "Loan Agreement");

F. As a condition to funding the Loan, Lender requires, among other things, that (1) the County (and the Trustee, as applicable) provide certain representations with respect to the Bonds, (2) Borrower grant a leasehold deed of trust to Lender as security for the Loan encumbering all Borrower's interest in the Property under the Bond Lease (together with all amendments, extensions, renewals and replacements thereof made from time to time, the "Leasehold Mortgage"); (3) Borrower pledge all of its right, title and interest in the Bonds to Lender as security for the Loan pursuant to a Pledge and Security Agreement made by Borrower for the benefit of Lender on even date herewith (the "Bond Pledge"); (4) the County consents to the Leasehold Mortgage; (5) the County consents to the Bond Pledge; (6) County agrees, that upon any termination of the Bond Lease, it will provide a new lease to Lender on the same terms and with the same priority as the Bond Lease; and (7) Borrower and the County agree that the Purchase Option will not be exercised except in compliance with the Loan Agreement; and

G. Borrower, the County and the Trustee have entered into that certain Consent, Agreement and Estoppel Certificate for the benefit of Borrower and dated as of even date herewith (the "Borrower Bond Estoppel"), a copy of which is attached hereto as Exhibit 2, which Borrower Bond Estoppel contains certain representations which the County and Trustee now desire to make for the benefit of Lender based on the terms contained herein, in order that Borrower may benefit from the Loan.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, the sum of Ten and No/ 100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Recitals. All of the above Recitals are hereby incorporated herein by reference and are made a part hereof.

2. Estoppel Provisions for Benefit and Protection of Lender. Notwithstanding anything to the contrary, the consents, agreements and certifications to Borrower made by the County under Sections 1-9 of the Borrower Bond Estoppel are hereby incorporated herein by reference and are made a part hereof. The County, and the Trustee only with respect to the provisions of the second and last sentence of Section 6 of the Borrower Bond Estoppel, make the agreements and certifications referenced in this Paragraph 2 to and for the benefit and protection of Lender, and with the intent and understanding that they will be justifiably relied upon by Lender. To the extent that any of such consents, agreements and certifications shall conflict with the terms contained this Agreement, the terms of this Agreement shall govern as between the County, the Trustee and Lender.

3. Consent to Leasehold Mortgage; Notice of Bond Lease Default; Right to Cure. The County hereby consents to the Leasehold Mortgage and acknowledges this Agreement constitutes any notice of such Leasehold Mortgage that is required under the Bond Lease to avail Lender of all of the rights of a "leasehold mortgagee", a "Financing Party" or a holder of "Financing Documents" thereunder. County and Borrower hereby agree for the benefit of Lender that the Bond Lease shall not be modified or amended without the prior written consent of Lender. The County hereby agrees to provide Lender with notice of any default by Borrower under the Bond Lease simultaneously with the giving of any such notice by the County (or by the Trustee for the Bonds on the County's behalf) to Borrower and agrees that at any time before the rights of Borrower shall have been forfeited or adversely affected because of any default of Borrower, but in any event, not less than 30 days after Lender has received a notice in accordance with this Paragraph, Lender may, but shall have no obligation to, do any other act or thing required of Borrower by the terms of the Bond Lease, and all payments so made and all things so done and performed by Lender shall be as effective to prevent the rights of Borrower from being forfeited or adversely affected because of any default under the Bond Lease as the same would have been if done and performed by Borrower, provided however if the default is of a nature such that it cannot be cured within said 30 days, such cure period shall be extended as is necessary for Lender to cure such default provided Lender commences to cure the default within said 30 days and continues thereafter to prosecute such cure with diligence to completion. The following address of Lender shall be used for the purpose of providing notice to Lender under the Bond Lease:

Arizona Bank & Trust, a division of UMB Bank, N.A.
2777 E. Camelback Road, Suite 350
Phoenix, Arizona 85016
Attention: Steve Fenton

4. Bond Pledge. Borrower hereby represents to the County that under the terms of the Bond Pledge, all voting, consent or approval rights that Borrower would otherwise be entitled to

exercise with respect to the Bonds under the Indenture (as defined in the Bonds), the Bond Lease or otherwise, shall be vested in Lender. The County hereby consents to the Bond Pledge and hereby agrees to look exclusively to Lender for any such voting, consent or approval with respect to the Bonds until the County has been notified in writing by Lender that the Loan has been repaid in full.

5. Purchase Option. Borrower and the County hereby agree that the Purchase Option shall not be exercised except in compliance with the Loan Agreement and that any attempt by the parties hereto to exercise the Purchase Option or to otherwise convey the Property to Borrower other than in compliance with the Loan Agreement shall be null and void.

6. Replacement Lease. If the Bond Lease terminates for any reason, other than the redemption of the Bonds and/or the exercise of the Purchase Option by the Borrower then the County shall, upon request of Lender, enter into a replacement lease with the Lender, on the same terms and with the same priority as the Bond Lease. In order to obtain a replacement lease, Lender must make a written request to County for the replacement lease within thirty (30) days after Lender is notified by County of the effective date of termination, rejection or disaffirmance of the Bond Lease, as the case may be. If Lender, or the party so designated by the Lender, shall have entered into a replacement lease with Landlord pursuant to this Paragraph, then any default under the Bond Lease shall be deemed cured. Lender's rights and obligations under this Paragraph are in addition to, and not limited by, Lender's right to cure under the Bond Lease. The provisions of this Section are a separate and independent contract made by County and Lender. From the effective date of termination, rejection or disaffirmance of the Bond Lease to the date of execution and delivery of such replacement lease or the expiration of the period during which Lender may make a request, Lender may, upon payment of any sums as may be due from Borrower, use and enjoy the leasehold estate created by the Bond Lease in accordance with the terms of the Bond Lease (other than the curing of those defaults that cannot be cured by the payment of money and the performance of any covenants which cannot be performed by the payment of money), without hindrance by County.

7. Sublease Recognition. If the Bond Lease terminates, County shall not disturb the possession, interest, or quiet enjoyment of any subtenant under a sublease of the Bond Lease that is not in default beyond applicable cure periods under such sublease. If Lender obtains a new lease from County in accordance with Paragraph 5 hereof, County agrees to assign all of such subleases to Lender effectively making them subleases of such new lease.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK;
SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed as of the day and year first written above.

BOONE COUNTY, MISSOURI

By: [Signature]
Name: Kip Kendrick
Title: Presiding Commissioner

[SEAL]

ATTEST

By: [Signature]
Name: Brianna L. Lennon
Title: County Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 17th day of July, 2025, before me, the undersigned, a Notary Public, appeared Kip Kendrick and Brianna L. Lennon, to me personally known, who, being by me duly sworn, did say that they are the Presiding Commissioner and County Clerk, respectively, of BOONE COUNTY, MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of said County, and that said instrument was signed and sealed on behalf of said County by authority of its governing body, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said County.

(SEAL)



[Signature]
Notary Public

Counterpart Signature Page

BOKF, N.A., a national banking association

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____ 2025, by
_____, the _____ of BOKF, N.A., a national banking
association, on behalf of the association.

Notary Public

(SEAL)

Counterpart Signature Page

ASSIGNEE:

TRUMAN LOGISTICS CENTER, LLC,
a Wyoming limited liability company

By: Tratt Properties, LLC, an Arizona limited
liability company

By: 
Name: Jonathan Tratt
Title: Manager

STATE OF Florida)
) ss.
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 9th day of July 2025, by
Jonathan Tratt, the Manager of Tratt Properties, LLC, an Arizona limited liability company, itself
the Manager of Truman Logistics Center, LLC, a Wyoming limited liability company, on behalf
of the limited liability company.



Notary Public

(SEAL)



Alejandra Rojas
Comm.: HH 186827
Expires: Jan. 22, 2026
Notary Public - State of Florida

Counterpart Signature Page

ARIZONA BANK & TRUST, A DIVISION OF
UMB BANK, N.A., a national banking association

By: _____
Name: Stephen M. Fenton
Title: Senior Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing was acknowledged before me this ____ day of _____ 2025, by
Stephen M. Fenton, the Senior Vice President of Arizona Bank & Trust, a division of UMB Bank,
N.A., a national banking association, on behalf of the association.

Notary Public

(SEAL)

EXHIBIT 1

Lot Two (2) of American Outdoor Brands Plat Number One (1), a subdivision in Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 52, Page 68, Records of Boone County, Missouri.

EXHIBIT 2

Copy of Executed Borrower Bond Estoppel

CONSENT, AGREEMENT AND ESTOPPEL CERTIFICATE

TO: **TRUMAN LOGISTICS CENTER, LLC (the "BUYER").**

RE: **TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (SMITH & WESSON CORP. PROJECT), SERIES 2017, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$44,000,000**

DATE: July 17, 2025 (the "Effective Date").

Pursuant to Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), and Commission Order 528-2017 (the "**Order**") adopted by the County Commission of Boone County, Missouri (the "**County**"), on November 30, 2017, the County has previously (i) approved a plan (the "**Plan**") for American Outdoor Brands, Inc.'s, a Delaware corporation (the "**Company**") as successor-in-interest to Smith & Wesson Corp. (the "**Corp**"), economic development project, and (ii) issued, on or about December 19, 2017, the County's Taxable Industrial Development Revenue Bonds (Smith & Wesson Corp. Project), Series 2017, in the maximum aggregate principal amount of \$44,000,000 (the "**Bonds**") pursuant to a Trust Indenture dated as of December 1, 2017 (the "**Indenture**"), between County and BOKF, NA, as trustee (the "**Trustee**"), the proceeds of which were used to pay costs of a portion of the Project (as defined in the Indenture) consisting of constructing and improving a new warehouse and distribution facility for the Company (the "**Project Improvements**") that was undertaken by Ryan Boone County, LLC, a Minnesota limited liability company (the "**Developer**").

In connection with the issuance of the Bonds, (a) pursuant to a Special Warranty Deed dated December 19, 2017, and recorded on December 20, 2017, as Instrument No. 2017025614, Book 4841, Page 3, in the real property records of County (the "**Special Warranty Deed**"), Developer, as grantor, conveyed to County certain land upon which the Project Improvements are located (the "**Project Site**," together with the Project Improvements, the "**Project**"), subject to a certain lease agreement dated as of October 24, 2017 (the "**Sublease**") that had been previously entered into between Developer, as landlord, and Corp, as tenant, a memorandum of which was recorded on October 24, 2017, as Instrument No. 2017022994, Book 4825, Page 139, in the real property records of County, as assigned by Developer to RCS – S&W Facility, LLC, a Colorado limited liability company (the "**Assignor**") by that certain Assignment and Assumption of Lease Agreement and Related Bond Documents dated January 31, 2020 and recorded on February 3, 2020, in the official records of Boone County, Missouri as Instrument No. 2020002119, Book 5137, Page 45 (the "**RCS Assignment**"), and as assigned by the Corp to the Company by that certain Assignment and Assumption of Lease Agreement dated January 31, 2023 (the "**Company Assignment**"), and (b) pursuant to the Lease Agreement dated as of December 1, 2017, a memorandum of which was recorded on December 20, 2017, as Instrument No. 2017025615, Book 4841, Page 4, in the real property records of the County, as amended by that certain First Amendment to Lease Agreement dated January 31, 2020, a memorandum of which was recorded on January 31, 2020, as Instrument No. 2020002040, Book 5136, Page 131, in the real property records of the County, as assigned by Developer to Assignor by the RCS Assignment (collectively, the "**Lease**"), the County, as lessor, leased back to Assignor, as lessee, the Project, and Assignor, as sublessor and landlord, subleased the Project to Company, as sublessee and tenant, pursuant to the Sublease.

In connection with the issuance of the Bonds, (a) County and Developer entered into the Bond Purchase Agreement dated as of December 1, 2017, as assigned by Developer to Assignor by the RCS Assignment (collectively, the "**Bond Purchase Agreement**"), pursuant to which Assignor, as successor-in-interest to Developer and in its capacity as purchaser, agreed to purchase all of the Bonds in accordance

with the terms and provisions set forth in the Bond Purchase Agreement and (b) County, Developer and the Corp entered into a Performance Agreement dated as of December 1, 2017, as assigned by Developer to Assignor by the RCS Assignment, as assigned by the Corp to the Company by the Company Assignment (collectively, the “**Performance Agreement**”), whereby the parties set forth the terms relating to property tax abatement for the Project and Company, among other things, agreed to make certain payments in lieu of taxes in exchange for said property tax abatement for the Project.

In connection with (a) the proposed sale by Assignor to Buyer of Assignor’s leasehold interest in the Project Site, owned by County, (b) the associated assignment to and assumption by Buyer of Assignor’s remaining rights and obligations under (i) the Performance Agreement, (ii) the Lease, (iii) the Bond Purchase Agreement, and (c) the associated transfer to Buyer of all outstanding Bonds, which closing date of said sale, assignment and assumption, and associated transfer, shall be referred to herein as the “**Closing Date**,” County and Trustee (but as to Trustee, solely for the purpose of agreeing to the provisions of the second and last sentence of Section 6 hereof) hereby consent, agree with and certifies to Buyer, Assignor and their respective successors and assigns, as follows:

1. The Performance Agreement, the Lease, the Bond Purchase Agreement, the Indenture, and all other documents executed in connection therewith are collectively referred to as the “**Documents**”. Capitalized terms used but not defined herein shall have the meaning ascribed thereto pursuant to the Documents.

2. Attached hereto as **Exhibit A** is a true, correct, and complete copy of the Performance Agreement. The Performance Agreement has not been assigned, modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit A**. The Performance Agreement is in full force and effect.

3. Attached hereto as **Exhibit B** is a true, correct, and complete copy of the Lease. The Lease has not been assigned, modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit B**. The Lease is in full force and effect.

4. Attached hereto as **Exhibit C** is a true, correct, and complete copy of the Bond Purchase Agreement. The Bond Purchase Agreement has not been assigned, modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit C**. The Bond Purchase Agreement is in full force and effect.

5. Attached hereto as **Exhibit D** is a true, correct, and complete copy of the Indenture. The Indenture has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit D**. The Indenture is in full force and effect.

6. County hereby consents to the assignment to, and assumption by, Buyer of Assignor’s rights and obligations under the Documents and the outstanding Bonds and such assignment does not constitute a default, breach or violation on the part of Assignor under or of any agreement, contract, document, instrument or undertaking or obligation entered into by and between County and Assignor (alone or with additional parties) with respect to the development, construction, financing, operation or maintenance of the Project. County and Trustee each agrees that so long as Buyer is both the tenant under the Lease and the owner of all of the outstanding Bonds on the applicable “**Payment Date**” (as defined in the Indenture), Buyer shall have the right to waive actual payment of interest due on the Bonds on such Payment Date, as well as all principal of the Bonds maturing on such Payment Date, in which event it

shall be deemed that Buyer, as tenant under the Lease, had paid all Basic Rent due under the Lease on such Payment Date, and that Buyer, as owner of all of the outstanding Bonds on such Payment Date, had received the full payment due on such outstanding Bonds on such Payment Date.

7. County has not been notified of any default and to the best of County's knowledge, information and belief as of the Effective Date, neither County nor Assignor is in default under the Documents or the Bonds, and, to the best of County's information and belief, no event has occurred and no condition exists that might, with the giving of notice or the passage of time, or both, constitute a default by County or Assignor under the Documents or the Bonds, or would otherwise permit a termination or modification by County under the Documents or the Bonds. There are currently no claims by or in favor of County against Assignor under the Lease. Any liability to County of Assignor under the Documents incurred or attributable to a default or breach by Assignor prior to the Closing Date shall be deemed to be the liability of Assignor, and County agrees not to bring or assert against Buyer any claim, and not to interpose against Buyer any defense, arising out of the Documents, or in any way relating thereto, except to the extent that such claim or defense arises from or is based on actions of the Buyer from and after the Closing Date. From and after the Closing Date, any liability incurred or attributable to a default or breach under the Documents after the Closing Date shall not be deemed to be the liability of Assignor, and County agrees that from and after the Closing Date, Assignor shall be released from and discharged of all liability under the Documents, and Assignor shall have no further obligations with respect thereto, except for any liability incurred or attributable to a default or breach prior to the Closing Date.

8. Attached hereto as Exhibit E is a true, correct, and complete copy of the Order. The Order has not been modified, supplemented or amended in any way, except for those modifications, supplements or amendments, if any, attached hereto as part of Exhibit E. The Order remains in effect, and there is no proceeding pending or, to County's knowledge, threatened to modify, rescind or cancel the Order.

9. Without limiting the generality of the foregoing certifications, County also hereby certifies that, as of the Effective Date:

(a) Based solely upon County's reliance of Assignor's certifications and representations set forth in the Completion Certificate filed by Developer with County and Trustee in accordance with **Section 4.5** of the Lease and without any further independent investigation by County, to the best of County's knowledge, information and belief, the purchase, construction, improvement and installation of the Project has been substantially completed in material accordance with the Plans and Specifications as of the Effective Date and all costs and expenses incurred in the purchase, construction, improvement and installation of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by Assignor.

(b) County has been advised by the Trustee under the Indenture that the total principal amount of the outstanding Bonds as of the Effective Date is \$38,637,832.

(c) County has not asserted any claim for indemnification from Assignor under any of the Documents, and County is not aware of and has not been notified of, as of the Effective Date, any fact, event or circumstance that could be the basis of any such claim for indemnification.

(d) There is no suit, action, proceeding or audit pending or, to the knowledge of County, threatened against or affecting County, the Project or the 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 Lease or which, if determined adversely against County or the Project, might result in any adverse change to the leasehold interest under the Lease.

(e) Assignor has provided to County all reports, certifications, notices or similar documents required to be submitted by Assignor under the Documents through the Effective Date.

(f) Company has filed its Annual Compliance Report for the October 31, 2024 Test Date (the “**2024 Annual Compliance Report**”) with County as required by **Section 3.3** of the Performance Agreement. Pursuant to Company’s 2024 Annual Compliance Report, Company has certified to County that Company maintains a minimum 96 Qualifying Jobs at the Project Site as of the October 31, 2024, Test Date in accordance with **Section 3.3(b)** of the Performance Agreement. Based solely upon such certifications provided by Company in the 2024 Annual Compliance Report, as of the Effective Date, Company has satisfied its requirement to maintain a minimum of 96 Qualifying Jobs on the Project Site in order to avoid an increase to the PILOT Payments due on or before the current calendar year ending December 31, 2025, as described in **Section 3.3** of the Performance Agreement. Therefore, no adjustment to the PILOT Payments scheduled to become due on or before December 31, 2025, as described in **Section 3.3** of the Performance Agreement will occur unless Company subsequently notifies County that Company has overstated the number of Qualifying Jobs maintained at the Project Site as of the October 31, 2024, Test Date, as originally certified in the 2024 Annual Compliance Report, and notifies County that the actual number of Qualifying Jobs as of the October 31, 2024, Test Date is below the minimum of 96 Qualifying Jobs required to be maintained at the Project Site in accordance with **Section 3.3** of the Performance Agreement.

(g) To the best of County’s knowledge, information and belief, there are no outstanding or unpaid fees, costs, charges, assessments or other amounts owed by Assignor to County with respect to the Project.

(h) County deems this Consent, Agreement and Estoppel Certificate as constituting any and all notices of the transactions described herein that might otherwise be required under the Documents.

10. County represents and warrants that it has all right, power, and authority to bind itself, and to execute and deliver this Consent, Agreement and Estoppel Certificate.

11. County, and Trustee with respect to the provisions of the second and last sentence of Section 6 hereof, make the above agreements and certifications to and for the benefit and protection of Buyer and Assignor, and with the intent and understanding that they will be justifiably relied upon by them or any of them.

IN WITNESS WHEREOF, the undersigned have executed this Consent, Agreement and Estoppel Certificate as of the date first above written.

BOONE COUNTY, MISSOURI

[SEAL]

By: Kip Kendrick
Name: Kip Kendrick
Title: Presiding Commissioner

ATTEST

By: Brianna L. Lennon
Name: Brianna L. Lennon
Title: County Clerk

BOKF, N.A., as Trustee

By: _____

Name:

Title:

EXHIBIT A
THE PERFORMANCE AGREEMENT

EXHIBIT B

THE LEASE

EXHIBIT C
BOND PURCHASE AGREEMENT

EXHIBIT D
THE INDENTURE

EXHIBIT E

THE ORDER

EXHIBIT E

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the

17th

day of July

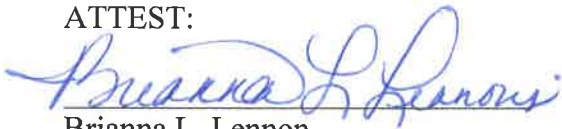
20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the application for organizational use of the Boone County Government Center Chambers by Mid-Missouri Group – Sierra Club on September 10, 2025, from 5:30 p.m. until 9:30 p.m. for a discussion on reducing household waste that ends up in landfills.

Done this 17th day of July 2025.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Mid Missouri Group - Sierra Club

Address: mailing address is 4804 Shale Oaks Ave

City: Columbia State: MO ZIP Code: 65203

Phone: 573-808-1076 Website: _____

Individual Requesting Use: Jan Dye Position in Organization: Treasurer

Facility requested: ☒ Chambers ☐ Room 214 ☐ Room 301 ☐ Room 332

Event: Reducing Household waste that ends up in Landfills

Description of Use (ex. Speaker, meeting, reception): Susan March will speak on how to reduce what you are sending to the landfill(s)

Date(s) of Use: September 10

Start Time of Setup: 5:30 pm AM/PM Start Time of Event: 6:00 pm

End Time of Event: 9:00 pm AM/PM End Time of Cleanup: 9:30 pm

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with 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 of rooms as specified in this application.

Organization Representative/Title: Jan Dye/Treasurer

Phone Number: 573-808-1076 Date of Application: 7/14/2025

Email Address: jan.dye@yahoo.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymmo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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:

BOONE COUNTY, MISSOURI

County Clerk

County Commissioner

DATE:

360 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the 17th day of July 20 25

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


Now on this day, the County Commission of the County of Boone does hereby approve the application for the organizational use of the Boone County Courthouse Plaza by Mid-Missouri Peaceworks on September 14, 2025, from 11 a.m. to 4 p.m. for the Walk for the Climate Kickoff.

Done this 17th day of July 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



**APPLICATION FOR ORGANIZATIONAL USE OF
BOONE COUNTY COURTHOUSE PLAZA**

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Mid-Missouri Peaceworks

Address: 804 E. Broadway Ste. C

City: Columbia State: MO ZIP Code: 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim

Position in Organization: Director

Address: Same as above

City: _____ State: _____ ZIP Code: _____

Phone: same Email: mail@midmopeaceworks.org

Event: Walk for the Climate Kickoff

Description of Use (ex. Concert, speaker, 5K): Gathering & Short Rally to kickoff 5K Walk

Date(s) of Use: 9/14/25

Start Time of Setup: 11:00 AM

Start Time of Event: 1 PM (If start times vary for multiple day events, please specify)

End Time of Event: 4 PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 4:00 PM

Emergency Contact During Event: Laura Wacker Phone: 314-825-4444

Will this event be open to the public? ☒ Yes

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: No promoters. Usual grassroots publicity, e-mails, Facebook event, flyers, mailing, etc.

How many attendees (including volunteers) do you anticipate being at your event? Approximately 100

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. In the unlikely event that we need to evacuate the area, we would simply encourage participants to walk away in an orderly fashion, and would assist any with mobility issues. We plan to have a crew of at least 10 trained volunteers who will be prepared to deal with any contingency.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): N.A.

Will the majority of attendees be under the age of 18? ☒ No

If yes, please note the number of adult supervisors in attendance: ____# adults per ____#minors

Will you need access to electricity? ☒ Yes

Will you be using amplifiers? X Yes

Will you be serving food and/or non-alcoholic drinks? ☒ No

If yes, will you be **selling** food and/or non-alcoholic drinks? ☐ Yes ☐ No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? ☒ No

If yes, will you be **selling** alcoholic beverages? ☐ Yes ☐ No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? ☒ No

If yes, please provide the following information (use separate sheet if necessary):

| Vendor | Type of Sales | Contact Information | License Number(s) |
|--------|---------------|---------------------|-------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Will you be requesting a road and/or sidewalk closure? ☒ No

If yes, what road(s) and/or sidewalk(s)? As in the past, our walk will be on sidewalks and our numbers modest enough so that we do not need streets or sidewalks closed _____

Please attach to application a copy of the order showing City of Columbia City Council approval.
N.A.

Does your event include cooking or use of open flames? ☒ No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event? ☒ No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____
Phone: _____ Email: _____

Will you be using portable toilets for your event? ☒ No

****Please note:** portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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 Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. 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.
4. 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.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. 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.

Organization Representative/Title: Mark Haim/Director

Address: 804-C E. Broadway, Columbia, MO 65201

Phone Number: 573-875-0539 Date of Application: 7/1/25

Email Address: mail@midmopeaceworks.org

Signature: _____

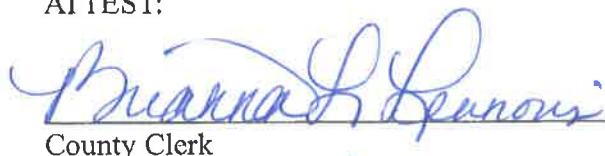


Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

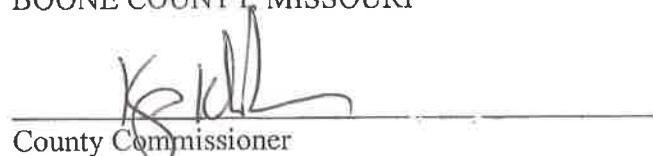
The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:



County Clerk

BOONE COUNTY, MISSOURI



County Commissioner

DATE: 7/17/2025



Mid-Missouri Peaceworks
804 E Broadway Ste C
Columbia, MO 65201-4828
573-875-0539 MO TAX ID 13940538

4113

80-851616

July 1 2025

Pay to the
Order of

Boone County

\$ 100⁰⁰/₁₀₀

One Hundred & 00/100

Dollars



Security
Features
Details on
Back

Central Bank of Boone County

For

Met Hi

MP

BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2025 2346 Receipt Date: 7/02/2025

Employee Initials: TRLINDA

Received From: MID-MISSOURI PEACEWORKS

Amount: \$*****100.00

Remarks: PLAZA RENTAL-9/14/2025
WALK FOR CLIMATE KICKOFF

Boone County Treasurer



Treasurer of Boone County