



Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

Crabtree Interpreting Services, Inc. (vendor company name) hereby provides notice of the following material change to contract number: R180702 on this date April 1, 2021.

Instructions: (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- | | |
|---|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Change in ownership (<i>sale/purchase</i>) |
| <input type="checkbox"/> Indicate if you are assigning to your own subsidiary | <input type="checkbox"/> Asset Purchase Agreement |
| <input type="checkbox"/> Assumption Agreement | <input type="checkbox"/> Other supporting documentation |
| <input type="checkbox"/> Other supporting documentation | |
| <input type="checkbox"/> Bankruptcy | X Acquisition |
| | X Asset Purchase Agreement |
| | <input type="checkbox"/> Other |
| | <input type="checkbox"/> Supporting documentation |

- Official legal Notice of Bankruptcy Proceedings
- Other supporting documentation

- Merger
- Share Exchange Agreement
- Merger and Acquisition Agreement
- Asset Purchase Agreement
- Other supporting documentation

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

Crabtree GLOBO has attached 4 pages from the Asset Purchase Agreement showing the cover page, the terms referring to contracts, signature page, and the listing of Contract R180702 being included in the Agreement. All other information has been redacted.

Upon approval of this notice, the awarded contract holder and/or subsequent assignee agree to and understand the following principles:

- i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference



the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.

In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

Company name of awarded vendor:
Crabtree Interpreting Services, Inc.

Official name of assigned or added company:
Crabtree GLOBO, LLC

BY: *W. Douglass*

BY: *Alison Walsh*

NAME: Whitney Douglass

NAME: Alison Walsh

TITLE: Director

TITLE: VP, Legal

Region 4 Education Service Center

BY: *Robert Zingelmann*
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NAME: Robert Zingelmann

TITLE: CFO

DATE: 4/16/2021 | 1:02 PM PDT



ASSET PURCHASE AGREEMENT

by and among

CRABTREE INTERPRETING SERVICES, INC.,

its Shareholder

and

CRABTREE GLOBO, LLC

dated as of

March 29, 2021

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of March 29, 2021, is entered into by and among CRABTREE INTERPRETING SERVICES, INC., a Texas corporation (the “**Seller**”), Daniel Crabtree, a resident of the State of Texas (the “**Shareholder**”), and CRABTREE GLOBO, LLC, a Pennsylvania limited liability company (“**Buyer**”). The Seller and the Shareholder are referred to herein, collectively, as the “**Seller Parties**,” and each, a “**Seller Party**.” The capitalized terms used in this Agreement shall have the respective meanings provided therefor in **Article IX** hereof, unless otherwise defined elsewhere in this Agreement.

RECITALS

WHEREAS, the Seller is engaged in the business of providing interpreting and language services, including American Sign Language (“**ASL**”) services, deaf-blind services, interpreter professional development services and other services related to the foregoing (all of the foregoing services, collectively, or any one service, the “**Business**”);

WHEREAS, the Shareholder owns 100% of the issued and outstanding shares of capital stock of the Seller; and

WHEREAS, the Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from the Seller, substantially all of the assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, hereto agree as follows:

Article I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, the Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from the Seller, free and clear of any Encumbrances, all of the Seller’s right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired, which relate to, or are used or held for use in connection with, the Business other than the Excluded Assets (collectively, the “**Purchased Assets**”), including the following:

- (a) all Accounts Receivable;
- (b) all Contracts that are set forth on **Section 1.01(b)** of the Disclosure Schedules (the “**Assigned Contracts**”);
- (c) all Intellectual Property Assets, including the Intellectual Property Assets set forth on **Section 3.10(a)** of the Disclosure Schedules and all Intellectual Property Agreements (to the extent listed as Assigned Contracts);
- (d) all inventory, finished goods, raw materials, work-in-progress, packaging, supplies, parts and other inventories (collectively, the “**Inventory**”);

[REDACTED]

[REDACTED]

14. Contract #R180702, dated July 1, 2018, by and between Crabtree and Region 4 Education Service Center, as renewed by that certain Renewal of Award of Contract #R180702 letter, dated April 25, 2019 (the “**Region 4 Agreement**”)

15. [REDACTED]