



## 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.

Mythics Emergent Group, Inc., (vendor company name) hereby provides notice of the following material change to contract number: R220803 on this date 06 December 2022.

**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).

- Assignment
  - SN Indicate if you are assigning to your own subsidiary
  - SN Assumption Agreement
  - Other supporting documentation
- Bankruptcy
  - Official legal Notice of Bankruptcy Proceedings
  - Other supporting documentation
- Merger
  - Share Exchange Agreement
  - Merger and Acquisition Agreement
  - Asset Purchase Agreement
  - Other supporting documentation
- Change in ownership (*sale/purchase*)
  - Asset Purchase Agreement
  - Other supporting documentation
- Acquisition
  - Asset Purchase Agreement
  - Other supporting documentation
- Other
  - Supporting documentation

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

Mythics Emergent Group, Inc., as a parent organization is looking to assign contract R220803 to Emergent, LLC, a wholly owned subsidiary of Mythics Emergent Group. Emergent, LLC is the operational entity under Mythics Emergent Group that supports all non-Oracle business and maintains all contractual relationships with the vendors awarded on this contract.

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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**  
Mythics Emergent Group, Inc.

**Official name of assigned or added company**  
Emergent, LLC

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

NAME: Scott Needleman

NAME: \_\_\_\_\_  
Shane Smutz

TITLE: SVP & General Counsel

TITLE: \_\_\_\_\_  
President

**Region 4 Education Service Center**  
DocuSigned by:  
BY:  \_\_\_\_\_  
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NAME: Robert Zingelmann

Chief Financial Officer,  
TITLE: Finance and Operations Services

DATE: 12/6/2022 | 1:19 PM CST



## CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement (“Agreement”), effective as of December 06, 2022 (“Effective Date”), is made by and among Mythics Emergent Group, Inc. (“Assignor”), as the Parent organization, and Emergent, LLC (“Assignee”), as the wholly owned subsidiary (collectively referred to as the “Parties”).

**WHEREAS**, Region 4 Education Service Center (“Region 4 ESC”) and the Assignor have entered into a Contract, dated June 28, 2022 for the Assignor to provide the services/materials described in the RFP and Proposal which along with the Appendix A, Supplier Contract and Offer and Contract Executed Signature Form comprise the executed contract between Region 4 ESC and Assignor; and

**WHEREAS**, Assignee has established the Original Equipment Manufacturer Agreements and relationships with vendors awarded under the Contract and is the operational entity under the Assignor; and

**WHEREAS**, Assignee desires to provide it’s consent to the Assignor of such Assignment, pursuant to the terms and conditions set forth below:

**Assignment.** Pursuant to the Assignor Agreement, and as of the date thereof, Assignor assigned, transferred, and conveyed to Assignee, to the extent assignable, all of its rights, title and interest, legal or equitable, in, to and under the Agreement.

**Assumption.** Pursuant to the Assignor Assignment, and as of the date thereof, Assignee accepted the assignment set forth above , assumed and agreed to be bound by the Agreement, and agreed to fulfill, perform, and discharge all of the liabilities, obligations, duties, and covenants (“Obligations”) of Assignor under the Agreement. Without limiting the generality of the foregoing, and for the avoidance of doubt, Assignee hereby assumes all Obligations under the Agreement and Assignee hereby agrees to discharge all Obligations, whether arising prior to, on, or subsequent to the Assignor Assignment Effective Date.

**Governing Law.** This Agreement shall be governed, construed and enforced under the laws of the Commonwealth of Virginia, without giving effect to the principles of conflicts of laws thereof.


**Counterparts.** This Consent Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Consent Agreement delivered by facsimile or electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Consent Agreement.




**Entire Agreement.** The terms and conditions of this Consent Agreement constitute the entire agreement between the parties and shall supersede all previous communications, agreements, and representations, either oral or written, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Consent Agreement shall be binding upon any party hereto, unless in writing signed by duly authorized representatives of each of the parties. All other provisions of the Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Consent Agreement on the dates set forth below, effective as of the Effective Date.**

**MYTHICS EMERGENT GROUP, INC.**

By:   
Name: Scott Needleman  
Title: SVP & General Counsel  
Date: 12/6/2022

**EMERGENT, LLC**

By:   
Name: Shane Smutz  
Title: President - Emergent  
Date: 12/6/2022

Form **W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Emergent, LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
		<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC     <input type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b></p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>4525 Main St., Suite 1500</b></p> <p><b>6</b> City, state, and ZIP code  <b>Virginia Beach, VA 23462</b></p>	<p><b>7</b> List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
2	2	-	3	9	3	0	1	8	4

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Kevin Hodgkiss</i>	Date ▶ 01/01/2022
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*