



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.

Trendway Corporation _____ (vendor company name) hereby provides notice of the following material change to contract number: R191817 on this date November 1, 2023.

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 checked="" 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 checked="" type="checkbox"/> Other supporting documentation | |
| <input type="checkbox"/> Bankruptcy | <input type="checkbox"/> Acquisition |
| <input type="checkbox"/> Official legal Notice of Bankruptcy Proceedings | <input type="checkbox"/> Asset Purchase Agreement |
| <input type="checkbox"/> Other supporting documentation | <input type="checkbox"/> Other supporting documentation |
| <input type="checkbox"/> Merger | <input type="checkbox"/> Other |
| <input type="checkbox"/> Share Exchange Agreement | <input type="checkbox"/> Supporting documentation |
| <input type="checkbox"/> Merger and Acquisition Agreement | |
| <input type="checkbox"/> Asset Purchase Agreement | |
| <input type="checkbox"/> Other supporting documentation | |

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

Vendor name change from Trendway Corporation to Fellowes, Inc.

Provided is Fellowes, Inc. W-9, Press Release, and the GSA Novation Agreement.

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
Trendway Corporation

Official name of assigned or added company
Fellowes, Inc.

DocuSigned by:
Melissa Fuller
BY: 5A03CC4E666343B...

DocuSigned by:
Amy Maxey
BY: 61672A40A3784AE...

NAME: Melissa Fuller

NAME: Amy Maxey

TITLE: Vertical Markets Contract Manager

TITLE: Director of Vertical Markets

Region 4 Education Service Center

DocuSigned by:
Robert Zingelmann
BY: 0B1D33BB0130490...

NAME: Robert Zingelmann

TITLE: CFO

DATE: 11/1/2023 | 1:26 PM CDT

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 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

| | | |
|--|--|--|
| | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Fellowes, Inc. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: 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 not 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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u> 5 </u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. 1789 Norwood Avenue | Requester's name and address (optional) |
| | 6 City, state, and ZIP code Itasca, IL 60143 | |
| | 7 List account number(s) here (optional) | |

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.

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|--|--|
| Social security number | | | | | | | | | | | | |
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| | | | | | | | | | | | | |
| or | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">3</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">6</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">-</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">0</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">7</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">7</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">0</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">6</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">7</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">0</td> </tr> </table> | 3 | 6 | - | 0 | 7 | 7 | 0 | 6 | 7 | 0 | | |
| 3 | 6 | - | 0 | 7 | 7 | 0 | 6 | 7 | 0 | | | |

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.

| | | |
|------------------|----------------------------|----------------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ <u> 3. 7. 23 </u> |
|------------------|----------------------------|----------------------------|

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.

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.



FELLOWES ANNOUNCES THE EXTENSION OF ITS BRAND INTO CONTRACT FURNITURE

ITASCA, Ill. – Feb. 23, 2023 – [Fellowes](#), a family-owned company which has offered a broad range of workplace products since 1917, has announced today its brand expansion into its Contract Interiors business. Both Trendway and ESI brands will transition to the Fellowes Brand in the first half of 2023.

Furthermore, during the course of 2023, Fellowes will be expanding its brand beyond workspace products to a broader range of WorkLife solutions—including modular walls, select furniture, business machines, commercial air purification systems and commercial-grade workspace products and capabilities. "Our goal is to operate as one company, with the same standard across all touchpoints of our brand", said John Fellowes, President & CEO, Fellowes.

- ONE source for any WorkLife need, from modular walls, tables and specialty chairs to air purifiers and office supplies
- ONE set of standards across all touchpoints, that puts your needs first
- ONE efficient, streamlined system that saves our client's time
- ONE trusted partner that will stick with you every step of the way

At NeoCon 2022, Fellowes' company theme was "It's Beginning," foreshadowing these changes. Accompanying this announcement, Fellowes is announcing its 2023 theme of "ONE Fellowes. Unleashing What's Next" which will focus on the reintroduction of its brand, services, and capabilities to its valued market partners.

About Fellowes

Celebrating its 106th year under the private ownership and executive leadership of the Fellowes family, Fellowes is a global leader and trusted partner that provides product solutions to fulfill a broad range of WorkLife needs. Throughout its history, Fellowes has been grounded in its purpose to "serve at the intersection of family, innovation, quality and care." Headquartered in Itasca, Illinois, USA, Fellowes operates from 24 locations across the globe. For more information, please visit [Fellowes.com](#).

For inquiries, Contact:

Chris McMurry, MGH for Fellowes
Ph: 410.902.5036
cmcmurry@mghus.com

NOVATION AGREEMENT

BY AND AMONG

FELLOWES, INC.

AND

TRENDWAY CORPORATION

AND

GENERAL SERVICES ADMINISTRATION

Dated as of March 22, 2023

Trendway Corporation (“Trendway” or “Transferor”), a corporation that was duly organized under Michigan law with its principal place of business in Michigan; Fellowes, Inc. (“Fellowes” or “Transferee”), a corporation duly organized under Illinois law with its principal place of business in Illinois; and the General Services Administration (“United States of America” or “Government”) enter into this Novation Agreement effective as of March 22, 2023.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the General Services Administration, has entered into certain contracts with the Transferor, as shown in the attached list marked ‘**Exhibit A**’ and incorporated into this Agreement by reference. The term “the contracts,” as used in this Agreement, means the contracts and purchase orders set forth in **Exhibit A** made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term “the contracts” are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of March 3, 2023, the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of an Assignment and Assumption Agreement between the Transferor and the Transferee, attached as **Exhibit B**.

(3) The Transferee has acquired the contracts of the Transferor set forth in **Exhibit A** by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(7) Evidence of the above transfer has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement-

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee-

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

**GENERAL SERVICES ADMINISTRATION
UNITED STATES OF AMERICA**

By: _____

Title: _____

Printed Name: _____

Email Address: _____

Telephone Number: _____

TRENDWAY CORPORATION

By: amy maxey

Title: Director, Vertical Markets


Printed Name: Amy Maxey

Email Address: amaxey@fellowes.com

Telephone Number: 812.661.0599

Michigan is Trendway Corporation's place of incorporation. Michigan does not require a corporate seal and a signature should suffice.

FELLOWES, INC.

By: 

Title: General Counsel

Printed Name: Jameson Eisenmenger

Email Address: JEisenmenger@fellowes.com

Telephone Number: (630) 671-8096

Illinois is Fellowes, Inc.'s place of incorporation. Illinois does not require a corporate seal and a signature should suffice.

CERTIFICATE


I, Jameson Eisenmenger certify that I am the Secretary of Trendway Corporation and that this Agreement is duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 2 day of March 2023.

By  _____
Title Secretary

Michigan is Trendway Corporation's place of incorporation. Michigan does not require a corporate seal and a signature should suffice.

CERTIFICATE

I, Jameson Eisenmenger, certify that I am the General Counsel of Fellowes, Inc., and that this Agreement is duly signed for and on behalf of this company by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 22 day of March 2023.

By  _____
Jameson Eisenmenger

Illinois is Fellowes, Inc.'s place of incorporation. Illinois does not require a corporate seal and a signature should suffice.

Exhibit A
to
Novation Agreement

List of Affected Contracts and Purchase Orders as of March 21, 2023
FAR 42.1204(e)(2)

| <u>Transferor</u> | <u>Active Contract No. and Type</u> | <u>Name and Address of the Contracting Office (or "Bill to" for Purchase Orders)</u> | <u>Current Contract Value</u> | <u>Period of Performance</u> |
|--------------------------|--|--|--------------------------------------|--|
| Trendway Corporation | GS-28SF-0003V GSA Schedule 71 | Federal Entity Name: General Services Administration, Federal Supply Services Matthew J Cohen, Contracting Officer Phone: 215-446-5732 E-Mail: matthew.cohen@gsa.gov | \$82,100,000.00 | October 7, 2008 through October 6, 2023, with options to renew through October 6, 2028 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # KZ220105A-V8 | ENTERPRISE FRN CONSULTAN - 111 WATER STREET, BALTIMORE, MD 21202 | \$454.00 | Scheduled Ship Date: 3/22/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 31293-113400 | L & M OFFICE FURNITURE - 12424 E 55TH STREET, TULSA, OK 74146 | \$36.00 | Scheduled Ship Date: 3/22/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-015852 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$823.00 | Scheduled Ship Date: 3/23/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 47QDCC23M6FJX | FREMONT RIVER RANGER - DISTRICT NF, LOA, UT 84747 | \$2,148.00 | Scheduled Ship Date: 3/23/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # TELE-4708 | SAN CARLOS APACHE - TELECOMMUNICATIONS UTILITY, PERIDOT, AZ 85542 | \$2,813.00 | Scheduled Ship Date: 3/23/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # cc/guillermo | RICHARD HUNTER INC - dba SOURCE AMERICA, DOUGLASVILLE, GA 30135 | \$8,959.00 | Scheduled Ship Date: 3/27/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # cc/guillermo.02 | RICHARD HUNTER INC - dba SOURCE AMERICA, DOUGLASVILLE, GA 30135 | \$6,283.00 | Scheduled Ship Date: 3/27/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # N0017823FS687 | NAVY ERP DAHLGREN - PAY OFFICE, DAHLGREN, VA 22448- 5114 | \$253,792.00 | Scheduled Ship Date: 3/28/2023 |

| | | | | |
|----------------------|---|---|--------------|--------------------------------------|
| Trendway Corporation | GS-28SF-0003V Purchase Order # N0017823FS687 | NAVY ERP DAHLGREN - PAY OFFICE, DAHLGREN, VA 22448- 5114 | \$17,015.00 | Scheduled Ship Date: 3/28/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # N0017823FS687 | NAVY ERP DAHLGREN - PAY OFFICE, DAHLGREN, VA 22448- 5114 | \$2,107.00 | Scheduled Ship Date: 3/28/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # W50S7T22P0009P | LINCOLN OFFICE LLC - 205 EASTGATE DRIVE, WASHINGTON, IL 61571 | \$2,076.00 | Scheduled Ship Date: 3/28/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 75N98022F00299 | NIH COMMERCIAL ACCTS - COMMERCIAL ACCOUNTS BRANCH, BETHESDA, MD 20892- 8500 | \$65,353.00 | Scheduled Ship Date: 3/29/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 75N98022F00299 | NIH COMMERCIAL ACCTS - COMMERCIAL ACCOUNTS BRANCH, BETHESDA, MD 20892- 8500 | \$11,457.00 | Scheduled Ship Date: 3/29/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 75N98022F00299 | NIH COMMERCIAL ACCTS - COMMERCIAL ACCOUNTS BRANCH, BETHESDA, MD 20892- 8500 | \$7,844.00 | Scheduled Ship Date: 3/29/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 75N98022F00299 | NIH COMMERCIAL ACCTS - COMMERCIAL ACCOUNTS BRANCH, BETHESDA, MD 20892- 8500 | \$7,297.00 | Scheduled Ship Date: 3/29/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 690 - 2125TNH | IHS CONTRACT - URBAN INTER-TRIBAL CENTER OF, DALLAS, TX 75235 | \$366,891.00 | Scheduled Ship Date: 3/30/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158388 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$833.00 | Scheduled Ship Date: 4/20/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158453 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$11,120.00 | Scheduled Ship Date: 4/20/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158524 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$823.00 | Scheduled Ship Date: 4/20/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158572 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$823.00 | Scheduled Ship Date: 4/20/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158578 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$903.00 | Scheduled Ship Date: 4/20/2023 |

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|----------------------|--|---|-------------|--------------------------------------|
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158581 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$1,712.00 | Scheduled Ship Date: 4/20/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # SA230228-1 | RICHARD HUNTER INC - dba SOURCE AMERICA, DOUGLASVILLE, GA 30135 | \$1,265.00 | Scheduled Ship Date: 4/24/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # MC9173 | PAYETTE NATIONAL FOREST - 500 NORTH MISSION ST, MCCALL, ID 83638 | \$6,857.00 | Scheduled Ship Date: 4/25/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # CW070052TRE | NATIONAL BUSINESS FURN WI - 770 SOUTH 70TH STREET, MILWAUKEE, WI 53214 | \$3,893.00 | Scheduled Ship Date: 4/25/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158595 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$6,612.00 | Scheduled Ship Date: 4/26/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158648 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$43,662.00 | Scheduled Ship Date: 4/26/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158856 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$1,104.00 | Scheduled Ship Date: 4/26/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158860 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$271.00 | Scheduled Ship Date: 4/26/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158596 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$1,014.00 | Scheduled Ship Date: 4/27/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # TELE-4709 | SAN CARLOS APACHE - TELECOMMUNICATIONS UTILITY, PERIDOT, AZ 85542 | \$9,845.00 | Scheduled Ship Date: 4/27/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # TELE-4709 | SAN CARLOS APACHE - TELECOMMUNICATIONS UTILITY, PERIDOT, AZ 85542 | \$5,222.00 | Scheduled Ship Date: 4/27/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158596 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$1,195.00 | Scheduled Ship Date: 4/27/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 3576-5517 | INTERIOR DESIGN & - ARCHITECTURE, INC, LOUISVILLE, KY 40208 | \$5,876.00 | Scheduled Ship Date: 4/27/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 3576-5517 | INTERIOR DESIGN & - ARCHITECTURE, INC, LOUISVILLE, KY 40208 | \$1,972.00 | Scheduled Ship Date: 4/27/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # TELE-4708 | SAN CARLOS APACHE - TELECOMMUNICATIONS | \$18,920.00 | Scheduled Ship Date: 5/1/2023 |

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| | | UTILITY, PERIDOT, AZ 85542 | | |
| Trendway Corporation | GS-28SF-0003V Purchase Order # VISA2915 | LEIDOS BIOMEDICAL - 1050 BOYLES ST, FREDERICK, MD 21702 | \$21,854.00 | Scheduled Ship Date: 5/4/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 3N103-TW | SLM CONTRACT FURNITURE - 5252 BALBOA AVENUE, SAN DIEGO, CA 92117 | \$15,152.00 | Scheduled Ship Date: 5/4/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 33004675 | GILA RIVER INDIAN COMMUNI - ATTN: ACCOUNTS PAYABLE, SACATON, AZ 85247 | \$45,545.00 | Scheduled Ship Date: 5/8/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # NYSDEXEC22- 0336 | U.S. DISTRICT COURT - DANIEL PATRICK MOYNIHAN, NEW YORK, NY 10007 | \$8,490.00 | Scheduled Ship Date: 5/11/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # NYSDEXEC22- 0336 | U.S. DISTRICT COURT - DANIEL PATRICK MOYNIHAN, NEW YORK, NY 10007 | \$4,026.00 | Scheduled Ship Date: 5/11/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 115756-140107 | HENRIKSEN BUTLER DESIGN - GROUP , LLC, SALT LAKE CITY, UT 84111 | \$210,857.00 | Scheduled Ship Date: 5/17/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0156728 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$19,820.00 | Scheduled Ship Date: 5/30/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0156728 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$98,347.00 | Scheduled Ship Date: 5/30/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0154351 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$213,294.00 | Scheduled Ship Date: 6/28/2023 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158654 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$823.00 | Order Date (ship date currently unavailable): 03/16/23 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0158055 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$6,009.00 | Order Date (ship date currently unavailable): 03/20/23 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # P-0159141 | A & W SUPPLY, INC - 10653 DUTCHTOWN RD, KNOXVILLE, TN 37932 | \$1,712.00 | Order Date (ship date currently unavailable): 03/21/23 |

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| Trendway Corporation | GS-28SF-0003V Purchase Order # 55-031523RBA | KIMBALL INTERNATIONAL INC - 1600 ROYAL STREET, JASPER, IN 47549 | \$26,751.00 | Order Date (ship date currently unavailable): 03/17/23 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 55-031523RBA | KIMBALL INTERNATIONAL INC - 1600 ROYAL STREET, JASPER, IN 47549 | \$15,240.00 | Order Date (ship date currently unavailable): 03/17/23 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # 85332 | JPL & ASSOCIATES, LLC - 1629 PELICAN COVE ROAD, SARASOTA, FL 34231 | \$15,113.00 | Order Date (ship date currently unavailable): 03/19/23 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # KZ220102A-V3 | ENTERPRISE FRN CONSULTAN - 111 WATER STREET, BALTIMORE, MD 21202 | \$117,149.12 | Order Date (ship date currently unavailable): 03/16/23 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # KZ220103A-V3 | ENTERPRISE FRN CONSULTAN - 111 WATER STREET, BALTIMORE, MD 21202 | \$118,631.15 | Order Date (ship date currently unavailable): 03/16/23 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # KZ220105A-V3 | ENTERPRISE FRN CONSULTAN - 111 WATER STREET, BALTIMORE, MD 21202 | \$33,152.00 | Order Date (ship date currently unavailable): 03/17/23 |
| Trendway Corporation | GS-28SF-0003V Purchase Order # KZ220105A-V3 | ENTERPRISE FRN CONSULTAN - 111 WATER STREET, BALTIMORE, MD 21202 | \$2,088.00 | Order Date (ship date currently unavailable): 03/20/23 |

Exhibit B
to
Novation Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “*Agreement*”), dated as of March 3, 2023, is made by and between Trendway Corporation, a Michigan corporation (“*Assignor*”), and Fellowes, Inc., an Illinois corporation (“*Assignee*”, and together with the Assignor, collectively, the “*Parties*”).

A. Assignor desires to transfer to Assignee all of Assignor’s right, title, and interest in, to and under that certain General Services Administration (“*GSA*”) Contract identified as GS-28F-0003V (as amended, modified, or supplemented to date, and including all purchase orders issued in connection therewith, the “*Assigned Contracts*”), and Assignee desires to receive from Assignor all of Assignor’s right, title, and interest in, to and under the Assigned Contracts and to assume all of Assignor’s liabilities under the Assigned Contracts (the “*Assumed Liabilities*” and such transactions, collectively, the “*Assignment*”).

B. The Assignment requires the prior written consent of the GSA contracting officer in accordance with FAR 42.1204 (the “*Government Approval*” and the date such Government Approval actually occurs, if at all, the “*Approval Date*”).

C. The Parties are seeking the Government Approval.

The Parties, therefore, hereby agree as follows:

1. Sale, Assignment, and Assumption. Subject to and contingent upon the Government Approval, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor’s right, title, and interest in, to and under the Assigned Contracts, effective as of the Approval Date. Subject to and contingent upon the Government Approval, Assignee hereby accepts such sale, assignment, transfer, conveyance and delivery of Assignor’s right, title, and interest in, to and under the Assigned Contracts, and, in connection therewith, hereby assumes and agrees to perform and discharge as and when due the Assumed Liabilities, effective as of the Approval Date.

2. No Third Party Beneficiaries. Nothing herein expressed or implied is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4. Entire Agreement. This Agreement contains the entire agreement among Assignor and Assignee with respect to the transactions contemplated herein and supersedes all previous oral and written agreements among Assignor and Assignee with respect to the transactions contemplated herein.

5. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed

copy of this Agreement delivered by facsimile, e-mail, DocuSign, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Agreement as of the date first set forth above.


ASSIGNOR:

TRENDWAY CORPORATION

By: James Fellowes
Name: James Fellowes
Title: Chairman of the Board

ASSIGNEE:

FELLOWES, INC.

By: 
Name: John Fellowes
Title: CEO