



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.

Sport Surface Specialties (vendor company name) hereby provides notice of the following material change to contract number: 162204 on this date June 4, 2020

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
 - Indicate if you are assigning to your own subsidiary
 - 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
 - KH Supporting documentation

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

As it stands, PlayCore's Surfacing Division uses the OMNIA Partners contract through Sport surface Specilties (contract holder) and Robertson Industries (authorized user). PlayCore is going through a re-branding of the surfacing division with the intention of marketing Robertson as the lead company, as we believe this will provide additional distribution of our products and services. Playcore acquired Robertson in 2008 and has continued to grow the company into a nationally recognized brand. SSS, acquired in 2017, also has a very positive reputation and brand recognition, although primarily in the North East and East Coast regions. Give the wide spread of Robertson's name and reach, we believe that if we could also re brand our OMNIA Partners contract to reflect Robertson as the contract holder we will see an increase in contract activity , both immediately and in the long term.

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

Sport Surface Specialties, LLC

Official name of assigned or added company

Robertson Industries, Inc.

BY: Amy Stuble

BY: Richard Hawley

NAME: Amy Stuble

NAME: Richard Hawley

TITLE: Operations Manager

TITLE: VP of Sales

Region 4 Education Service Center

DocuSigned by:

BY: Robert Zingelmann

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NAME: Robert Zingelmann

TITLE: CFO

DATE: 6/9/2020 | 11:36 AM PDT