

## NOVATION AGREEMENT

### Recognition of Successor in Interest

This Novation Agreement "Agreement" is entered into as of July 15, 2026, by and among:

1. **Northern Imports DBA Work Wear Safety Shoes** a Domestic For-Profit Corporation organized and existing under the laws of the State of Texas, with its principal office located at 6318 Airport Freeway, Suite C, Fort Worth, Texas 76117 "**Transferor**"; and
2. **Saf-Gard Safety Shoe Co.**, a Foreign For-Profit Corporation organized and existing under the laws of the State of North Carolina, with its principal office located at 2701 Patterson St. Greensboro, NC 27407 "**Transferee**"; and
3. **North Central Texas Council of Governments**, acting by and through its TXShare Cooperative Purchasing Program "NCTCOG" or "Governmental Entity".

The Transferor, Transferee, and NCTCOG may be referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, NCTCOG and Transferor entered into that certain Master Services Agreement / Contract No. 2026-004, dated March 10, 2026, including any amendments, renewals, extensions, exhibits, purchase orders, statements of work, or other documents incorporated therein "**Contract**";

WHEREAS, the Contract was awarded pursuant to a competitive procurement process for use by NCTCOG, TXShare, and eligible participating public entities;

WHEREAS, Transferor has represented that, as of May 18, 2026, it has transferred to Transferee all or substantially all assets, operations, rights, obligations, or business functions necessary to perform the Contract, pursuant to the Official Company Announcement letter dated May 18, 2026;

WHEREAS, Transferee has represented that it has assumed the obligations and liabilities of Transferor under the Contract and is capable of fully performing all remaining duties, responsibilities, representations, warranties, and obligations under the Contract;

WHEREAS, NCTCOG has reviewed the information submitted by Transferor and Transferee and has determined that recognition of Transferee as successor in interest to the Contract is in the best interest of NCTCOG and TXShare participating entities; and

WHEREAS, the Parties desire to formally recognize Transferee as the successor contractor under the Contract without altering the original competitively procured scope,

pricing structure, contract requirements, or rights available to NCTCOG and participating entities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### **1. Recognition of Successor Contractor**

NCTCOG hereby recognizes Transferee as the successor in interest to Transferor under the Contract, effective July 15, 2026 **"Effective Date."**

As of the Effective Date, Transferee shall be substituted for Transferor as the contractor under the Contract and shall be entitled to all rights and subject to all obligations, duties, responsibilities, limitations, and liabilities arising under the Contract.

### **2. Assumption of Obligations**

Transferee hereby assumes, accepts, and agrees to perform all obligations, duties, responsibilities, representations, warranties, certifications, insurance requirements, reporting obligations, indemnification obligations, confidentiality obligations, data protection requirements, audit obligations, and all other requirements of Transferor under the Contract.

Transferee agrees that it is bound by the Contract to the same extent as if Transferee were the original contracting party.

### **3. No Material Change to Contract**

This Agreement does not amend, expand, or modify the competitively procured scope of work, pricing, fees, administrative fee obligations, terms, conditions, or procurement basis of the Contract.

Except as expressly stated in this Agreement, all terms and conditions of the Contract remain unchanged and in full force and effect.

### **4. Release of Transferor; Survival of Prior Obligations**

Subject to the terms of this Agreement, NCTCOG recognizes Transferee as the successor contractor for performance occurring on and after the Effective Date.

Transferor shall remain responsible for any acts, omissions, claims, liabilities, audit findings, reporting obligations, payment obligations, indemnity obligations, administrative fee obligations, or other liabilities arising from or relating to performance, nonperformance, or events occurring prior to the Effective Date, unless otherwise expressly released in writing by NCTCOG.

Nothing in this Agreement shall be construed to release Transferor from liability for fraud, misrepresentation, unpaid fees, unresolved audit matters, confidentiality breaches, data incidents, or other obligations that survive termination or assignment under the Contract.

## **5. Transferee Representations and Warranties**

Transferee represents and warrants that:

- a. Transferee is duly organized, validly existing, and in good standing under the laws of its state of organization;
- b. Transferee has full legal authority to enter into and perform this Agreement and the Contract;
- c. Transferee has acquired or otherwise controls the assets, personnel, licenses, intellectual property rights, operational capabilities, and resources necessary to perform the Contract;
- d. Transferee is not suspended, debarred, proposed for debarment, declared ineligible, or otherwise excluded from doing business with federal, state, or local government entities;
- e. Transferee will maintain all licenses, permits, certifications, insurance coverage, cybersecurity requirements, and other qualifications required under the Contract;
- f. Transferee will comply with all applicable federal, state, and local laws, rules, regulations, and procurement requirements;
- g. Transferee has reviewed the Contract and accepts all terms and conditions without exception, unless expressly approved in writing by NCTCOG; and
- h. The execution of this Agreement does not create an organizational conflict of interest, unauthorized subcontracting arrangement, or other condition that would impair performance under the Contract.

## **6. Transferor Representations and Warranties**

Transferor represents and warrants that:

- a. Transferor has full legal authority to enter into this Agreement;
- b. Transferor has transferred to Transferee the assets, rights, or business operations necessary for continued performance of the Contract;
- c. Transferor has disclosed to NCTCOG all known claims, disputes, defaults, pending audits, unpaid administrative fees, unresolved performance issues, or other material matters relating to the Contract;
- d. Transferor has not assigned or transferred the Contract to any other party; and
- e. Transferor will cooperate with NCTCOG and Transferee to ensure an orderly transition of contract administration, records, invoicing, reporting, and communications.

## **7. Participating Entities and Existing Purchase Orders**

This Agreement applies only to the Contract between NCTCOG and Transferor.

Each TXShare participating entity remains responsible for its own purchase orders, service agreements, statements of work, or other ordering documents issued under the Contract.

To the extent required by a participating entity, Transferee shall coordinate directly with the participating entity regarding recognition of Transferee, vendor setup, assignment of open purchase orders, billing changes, or any entity-specific requirements.

Nothing in this Agreement obligates any participating entity to continue purchasing from Transferee or prevents a participating entity from exercising any rights available under its own purchase order, service agreement, or applicable law.

## **8. Pricing, Administrative Fees, and Reporting**

Transferee shall honor all pricing, discounts, fee schedules, administrative fee obligations, sales reporting requirements, and other financial terms established under the Contract.

Transferee shall be responsible for all TXShare administrative fee reporting and payment obligations arising on or after the Effective Date.

Transferor shall remain responsible for administrative fee reporting and payment obligations arising prior to the Effective Date unless otherwise approved in writing by NCTCOG.

## **9. Records, Audit, and Access**

Transferee shall maintain all records required under the Contract and shall make such records available for inspection, audit, or review in accordance with the Contract and applicable law.

Transferor and Transferee shall cooperate with NCTCOG in responding to any audit, public information request, compliance review, or contract administration matter involving performance before or after the Effective Date.

## **10. Notices and Contract Administration**

As of the Effective Date, all notices to Contractor under the Contract shall be sent to:

### **Transferee Contact:**

**Name:** Pat Kubis

**Title:** President

**Company:** Saf-Gard Safety Shoe Co.

**Address:** 2701 Patterson Street, Greensboro, NC 27407

**Email:** [Pkubis@safgard.com](mailto:Pkubis@safgard.com)

**Cell Phone:** 717-413-4065

NCTCOG may update its contract administration records to reflect Transferee as the contractor of record.

## 11. Entire Agreement

This Agreement, together with the Contract, constitutes the entire agreement of the Parties regarding recognition of Transferee as successor in interest to the Contract.

In the event of a conflict between this Agreement and the Contract, the Contract shall control except to the limited extent this Agreement expressly recognizes Transferee as successor contractor.

## 12. Counterparts and Electronic Signatures

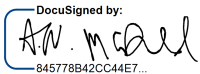
This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument.

Electronic signatures shall have the same force and effect as original signatures to the extent permitted by applicable law.

## SIGNATURES

### TRANSFEROR

#### Northern Imports DBA Work Wear Safety Shoes

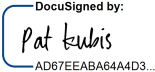
By:   
Name: Andrew McDonald

Title: Controlling Partner

Date: 7/28/2026

### TRANSFeree

#### Saf-Gard Safety Shoe Co.

By: Pat Kubis   
Name: ~~President~~ Pat Kubis

Title: President

Date: 7/28/2026

## **NCTCOG / TXSHARE**

### **North Central Texas Council of Governments**

By: Signed by: Todd Little  
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Name: Todd Little

Title: Executive Director

Date: 7/29/2026

## **Exhibit A**

### **Documentation Submitted**

The following documentation has been submitted in support of this Novation Agreement:

1. Written request for novation or assignment;
2. Copy of official company announcement;
3. Updated W-9.