



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145365

PAGE 1 OF 5

DATE: 6/3/2025

**SUBJECT: ACKNOWLEDGEMENT OF NOTIFICATION OF ACQUISITION AND
VENDOR NAME CHANGE OF STVT-AAI EDUCATION INC. D/B/A
ANCORA EDUCATION TO LINDENWOOD EDUCATION SYSTEM**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court acknowledge notification of acquisition and vendor name change of STVT-AAI Education, Inc. d/b/a Ancora Education to Lindenwood Education System.

BACKGROUND

On August 20, 2024, the Commissioners Court, through Court Order #143693, awarded Bid No. F2024146, Annual Contract for CDL Training, to STVT-AAI Education, Inc. d/b/a Ancora Education.

Tarrant County received notification of the acquisition and vendor name change form STVT-AAI Education, Inc. d/b/a to Lindenwood Education System effective May 3, 2025.

Lindenwood Education System agreed in writing to honor all pricing and terms and conditions in the original contract.

FISCAL IMPACT

There is no fiscal impact associated with this action.

| | | | |
|--------------|------------|--------------|-----------------------------------|
| SUBMITTED BY | Purchasing | PREPARED BY: | Amos Jones Jr. |
| | | APPROVED BY: | Christopher Lax, CPSM, CPSD, CPCP |



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into and effective as of April 1, 2025 (the "Effective Date"), by and between STVT-AAI Education Inc., a Texas corporation ("Assignor"), and Lindenwood Education System, a Missouri nonprofit corporation ("Assignee"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of December 13, 2024, by and among Assignor, Ancora Education Holdings, Inc., a Delaware nonprofit nonstock corporation ("AEH"), and Assignee (as amended from time to time, the "Purchase Agreement"), Assignor agreed to assign, and Assignee, as designee of AEH, agreed to assume, all of Assignor's right, title, interest, and obligations in, to, and under the Assets and the Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and adequacy of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns to Assignee all of Assignor's right, title, interest, and obligations in, to, and under the Assets, including all Contracts that are not Leases or Excluded Contracts (the "Acquired Contracts"), free and clear of all Liens except for Permitted Liens (the "Assignment").
2. Assumption. As of the Effective Date, Assignee hereby accepts the Assignment and agrees to assume and discharge and perform when due the Assumed Liabilities, including those with respect to the Acquired Contracts.
3. Conflict with the Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. To the extent of any conflict between the terms of the Purchase Agreement and this Agreement, the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede any of the covenants, agreements, representations or warranties of the applicable parties contained in the Purchase Agreement.
4. Further Assurances. The parties hereto agree that each shall take such further actions and execute and deliver or cause to be executed and delivered from time to time such instruments, documents, agreements, consents and assurances as a party hereto may reasonably require to effectuate the parties' intent with respect to the Assignment.
5. Severability. If any term or provision of this Agreement shall be unlawful, then such term or provision shall be null and void, but the remainder of this Agreement shall remain in full force and effect and be binding on Assignor and Assignee.

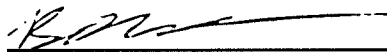


6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to any conflicts of law principles.
8. Counterparts. This Agreement may be executed in one or more counterparts and on the same or separate signature pages, and each and every complete counterpart shall be deemed but one and the same instrument. Facsimile or electronically transmitted counterparts of this Agreement shall be considered as originals for all purposes, including execution and delivery.
9. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and may not be amended, supplemented or modified except by a writing executed by all the parties hereto.

**Signature, Lindenwood Education System,
dba Ancora Training**

Bill Nance, President and CEO

Printed Name, Title



Signature

5/3/2025

Date



APPENDIX 1: CONFIRMATION OF

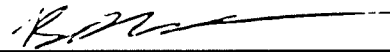
CONTRACTUAL TRANSFERENCE FOR TARRANT COUNTY, TEXAS

By signature below, Lindenwood Education System acknowledges and confirms that Lindenwood Education System will recognize all parts of the bid contract for F2024146, annual contract for CDL Training.

**Signature, Lindenwood Education System,
dba Ancora Training**

Bill Nance, President and CEO

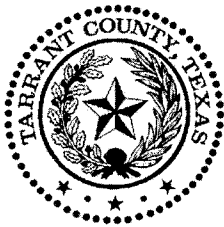
Printed Name, Title



Signature

5/3/2025

Date



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Acknowledgement of Notification of Acquisition and Vendor Name Change of STVT-AAI Education Inc. d/b/a Ancora Education to Lindenwood Education System

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.
