

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NUMBER PA10	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY U.S. GENERAL SERVICES ADMINISTRATION ENTERPRISE ACQUISITION DIVISION 333 WEST BROADWAY, STE. 950 SAN DIEGO, CA 92101-3805	CODE QT2A1CA	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) BUCHANAN & EDWARDS, INC. 1700 N Moore St Ste 2110 Arlington, VA 22209-1922		(X)  <input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER	
CODE DUNS: 040767357		FACILITY CODE CAGE Code: 1MRG9		9B. DATED (SEE ITEM 11)
		(X)	10A. MODIFICATION OF CONTRACT/ORDER NUMBER GS00Q09BGD0006	
			10B. DATED (SEE ITEM 13) 05/01/2009	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE <input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Novation Agreement - FAR 42.1204

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. This modification incorporates the multiple administrative changes outlined on pages 2 and 3 which affects contract GS00Q09BGD0006 resulting from the Novation Agreement contained in attachment 1 of this modification.

See summary of changes on the following pages

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason Schmitt CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Jason Schmitt <small>Digitally signed by Jason Schmitt DN: cn=Jason Schmitt, o=General Services Administration, ou=FDA, email=jason.schmitt@gsa.gov, c=US Date: 2017.10.30 12:38:42 -0700</small>	16C. DATE SIGNED 10/30/2017 (Signature of Contracting Officer)

Previous edition unusable

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

b. The following changes are accomplished pursuant to the Novation Agreement (see Attachment1), between the original contractor, Vistronix, LLC. (CAGE: 1CXP0) transferor, to Buchanan & Edwards, Inc. (CAGE: 1MRG9) transferee, and the UNITED STATES GOVERNMENT executed on October 30, 2017 under the authority of FAR 42.12.

(1) This modification changes the contractor name, address, DUNS and CAGE codes as follows:

From: VISTRONIX, LLC 11091 Sunset Hills Rd Ste 700 Reston, VA 20190-5380 DUNS: 786520767 CAGE: 1CXP0	To: BUCHANAN & EDWARDS, INC. 1700 N. Moore Street, Suite 2110 Arlington, VA, 22209-1556 DUNS: 040767357 CAGE: 1MRG9
---	--

c. This Novation Agreement includes *in part* the following provisions:

(1) Buchanan & Edwards, Inc. (CAGE: 1MRG9) assumes all obligations and liabilities of the Vistronix, LLC. (CAGE: 1CXP0) under the contract by virtue of the above transfer, as if Buchanan & Edwards, Inc. were the original party to the contract.

(2) Vistronix, LLC. (CAGE: 1CXP0) confirms the transfer to Buchanan & Edwards, Inc. (CAGE: 1MRG9) and waives any claims or rights against the United States Government that it now has or may have in the future in connection with the contract.

(3) Vistronix, LLC. (CAGE: 1CXP0) and Buchanan & Edwards, Inc. (CAGE: 1MRG9) 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 of 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 contract.

(4) Buchanan & Edwards, Inc. (CAGE: 1MRG9) shall be responsible for any task order issued under the contract, including without limitation and to include the close-out of these task orders.

(5) This novation transfers all contractual responsibilities to Buchanan & Edwards, Inc. (CAGE: 1MRG9) who is solely responsible for performance of this contract.

(6) This modification incorporates Buchanan & Edwards, Inc.'s Small Business Subcontracting Plan for the entire contract duration, which meets the requirement of the Alliant Contract Section H.11 GOALS FOR SUBCONTRACTING. Contract Section H.10 INCORPORATION OF SUBCONTRACTING PLAN is hereby modified to state "The Individual Small Business Subcontracting Plan signed October 30, 2017, and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated into the contract by reference".

(7) Buchanan & Edwards, Inc. assumes the Vistrionix, LLC Time and Material/ Labor Hour pricing for the Alliant Contract GS00Q09BGD0006.

(8) Except as provided by this contract modification, all funding, contract terms and conditions of the affected contract remain unchanged and in full force and effect.

Attachment 1: Novation Agreement

# NOVATION AGREEMENT

From the Transferor,  
VISTRONIX LLC, CAGE 1CXP0  
To the Transferee  
BUCHANAN & EDWARDS, INC., CAGE 1MRG9  
And  
The UNITED STATES GOVERNMENT  
Effective October 30, 2017  
under the authority of FAR 42.1204

## Attachments

1. Novation Agreement

*NOTE: The following documents are not included in this modification but are available upon request from the Alliant GWAC Program Office or Freedom of Information Act request.*

2. Evidence of transferee's capability to perform

3. Bill of Sale

4. Opinion of Catherine Norton, Counsel for Vistronix, LLC

5. Opinion of David Matuszewski, Counsel for Buchanan & Edwards, Inc.

6. Balance sheets of Vistronix, LLC

7. Balance sheets of Buchanan & Edwards, Inc.

## NOVATION AGREEMENT

Buchanan & Edwards, Inc. ("*Transferee*"), a corporation duly organized and existing under the laws of the Commonwealth of Virginia with its principal office in Arlington, Virginia; Vistronix, LLC ("*Transferor*"), a limited liability company duly organized and existing under the laws of the Commonwealth of Virginia with its principal office in Reston, Virginia; and the United States of America ("*Government*") enter into this Novation Agreement (the "*Agreement*") effective as of April 11, 2017.

(a) The parties agree to the following facts:

- (1) The Government, represented by Contracting Officers of the General Services Administration, has entered into a contract with the Transferor, namely Alliant 1 Contract, Contract No. GS00Q09BGD0006. The term "the contract," as used in this Agreement, means the above contract and all modifications thereof on or after the effective date of this Agreement.
- (2) As of April 11, 2017, the Transferor has transferred to the Transferee certain of the assets of the Transferor in accordance with an Asset Purchase Agreement between the Transferor and the Transferee (the "*Transaction*").
- (3) The Transferee has acquired certain of the assets of the Transferor by virtue of the above Transaction.
- (4) The Transferee has assumed all obligations and liabilities of the Transferor under the contract by virtue of the above Transaction.
- (5) The Transferee is in a position to fully perform all obligations that may exist under the contract.
- (6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contract.
- (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 contract.
- (2) The Transferee agrees to be bound by and to perform the contract in accordance with the conditions contained in the contract. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contract as if the Transferee were the original party to the contract.

- (3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contract, 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 contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contract as if the Transferee were the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, 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 contract, shall be considered to have discharged those parts of the Government's obligations under the contract. 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 contract, 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 contract.
- (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 contract be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.
- (9) The contract shall remain in full force and effect, except as modified by this Agreement.

*(Signatures on following page)*

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contract, 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 contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contract as if the Transferee were the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, 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 contract, shall be considered to have discharged those parts of the Government's obligations under the contract. 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 contract, 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 contract.

(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 contract be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

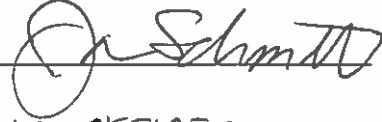
(9) The contract shall remain in full force and effect, except as modified by this Agreement.

*(Signatures on following page)*

Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By JASON SCHMITT



Title GSA CONTRACTING OFFICER

BUCHANAN & EDWARDS, INC.

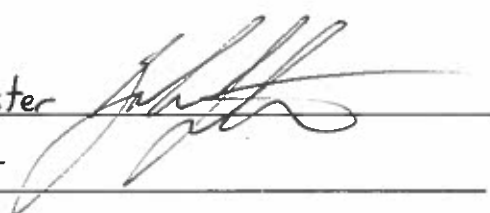
By \_\_\_\_\_

Title: President

[Corporate Seal]

VISTRONIX, LLC

By Gordon Foster



Title President

[Corporate Seal]



CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of BUCHANAN & EDWARDS, INC., that Dennis Kelly who signed this Agreement for this corporation, was then President of this corporation; and that this Agreement was 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 day of \_\_\_\_\_ 2017.

By \_\_\_\_\_

[Corporate Seal]

CERTIFICATE

I, Clifford Greenblatt, certify that I am the Secretary of VISTRONIX, LLC, that Gordon Foster, who signed this Agreement for this limited liability company, was then President of this limited liability company; and that this Agreement was duly signed for and on behalf of this limited liability company by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this limited liability company this day of June 20, 2017.

By Clifford Greenblatt

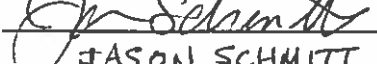
[Corporate Seal]

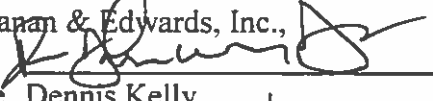
#50388021\_v1



Each party has executed this Agreement as of the day and year first above written.

United States of America,

By   
Name JASON SCHMITT  
Title GSA CONTRACTING OFFICER

Buchanan & Edwards, Inc.,  
By   
Name Dennis Kelly  
Title President & CEO

[Corporate Seal]

Vistronix, LLC,  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[Corporate Seal]



CERTIFICATE

I, Nelson Blitz, certify that I am the Secretary of Buchanan & Edwards, Inc., that Dennis Kelly, who signed this Agreement for Buchanan & Edwards, Inc., was then President of this corporation Buchanan & Edwards, Inc., on \_\_\_\_\_, 2017; and that this Agreement was 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 day of May 31, 2017.

By: \_\_\_\_\_



[Corporate Seal]