

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. PA08	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. GENERAL SERVICES ADMINISTRATION ENTERPRISE ACQUISITION DIVISION 333 WEST BROADWAY, SUITE 950 SAN DIEGO, CA 92101-3805	CODE QTACA	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VISTRONIX, LLC 11091 SUNSET HILLS RD, STE 700 RESTON, VA 20190-5380		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0006	
			10B. DATED (SEE ITEM 13) 05/01/2009	
CODE DUNS: 786520767	FACILITY CODE CAGE: 1CXP0			

**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 telegram 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 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Jason Schmitt	16C. DATE SIGNED 02/11/2016
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

b. The following changes are accomplished pursuant to the Novation Agreement (see Attachment1), between the original contractor, Advanced Management Technology, Inc. (CAGE 095R4) transferor, to Vistronix LLC (CAGE 1CXP0) transferee, and the UNITED STATES GOVERNMENT executed on February 11, 2016 under the authority of FAR 42.12.

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

From: ADVANCED MANAGEMENT TECHNOLOGY, INC. 1515 WILSON BLVD STE 1100 ARLINGTON, VA, 22209-2440 DUNS: 781841671 CAGE: 095R4	To: VISTRONIX, LLC 11091 SUNSET HILLS RD, STE 700 RESTON, VA 20190-5380 DUNS: 786520767 CAGE: 1CXP0
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c. This Novation Agreement includes *in part* the following provisions:

(1) Vistronix LLC (CAGE 1CXP0) assumes all obligations and liabilities of the Advanced Management Technology Inc. (CAGE 095R4) under the contract by virtue of the above transfer, as if Vistronix LLC were the original party to the contract.

(2) Advanced Management Technology Inc. (CAGE 095R4) confirms the transfer to Vistronix LLC (CAGE 1CXP0) 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) Advanced Management Technology Inc. (CAGE 095R4) and Vistronix LLC (CAGE 1CXP0) 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) Vistronix LLC (CAGE 1CXP0) 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 Vistronix LLC (CAGE 1CXP0) who is solely responsible for performance of this contract.

(6) This modification incorporates Vistronix LLC'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 February 09, 2016, and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated into the contract by reference”.

(7) Vistrionix LLC assumes the Advanced Management Technology Inc.’s Time and Material/ Labor Hour pricing for the Alliant Contract GS00Q09BGD0006.

(8) As a result of the novation, this contract and all task orders issued under this contract will be amended by substituting the name Vistrionix LLC in place of Advanced Management Technology Inc. This modification is provided as reference for such modifications.

(9) 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,  
Advanced Management Technology Inc., CAGE 095R4  
To the Transferee  
Vistronix LLC, CAGE 1CXP0  
And  
The UNITED STATES GOVERNMENT  
Effective February 11, 2016  
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. Asset Purchase Agreement

4. Bill of Sale

5. Certified Copy of the Authorizing Resolutions of Vistronix's Board of Managers

6. Opinion of Janis B. Salin, General Counsel for AMTI

7. Opinion of Edward J. Timberlake, General Counsel for Vistronix

8. Balance sheets of AMTI

9. Balance sheets of Vistronix

## NOVATION AGREEMENT

Advanced Management Technology, Inc., (Transferor) a Virginia corporation duly organized and existing under the laws of Virginia with its principal office in Arlington, Virginia; Vistronix, LLC, (Transferee), a limited liability company duly organized and existing under the laws of Virginia with its principal office in Reston, Virginia; and the UNITED STATES OF AMERICA (Government) enter into this Agreement as of September 14, 2015.

(a) The parties agree to the following facts:

(1) The Government, represented by the Contracting Officer of the General Services Administration, has entered into a certain contract with the Transferor, namely: Contract No. GS00Q09BGD0006. The term "the contract," as used in this Agreement, means the above contract, including all modifications and purchase orders, 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 this contract and purchase orders). Included in the term "the contract" are also all modifications made under the terms and conditions of the contract and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of September 14, 2015, the Transferor has transferred to the Transferee all the assets of the Transferor affiliated with Contract No. GS00Q09BGD0006 by virtue of an Asset Purchase Agreement among Tetra Tech, Inc. the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor affiliated with Contract No. GS00Q09BGD0006 by virtue of the above transfer.

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

(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 –

(a) Assumes under this Agreement or


(b) May undertake in the future should the contract be modified under its 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. Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By \_\_\_\_\_  
Title \_\_\_\_\_


ADVANCED MANAGEMENT TECHNOLOGY,  
INC.

By   
Title AMT President

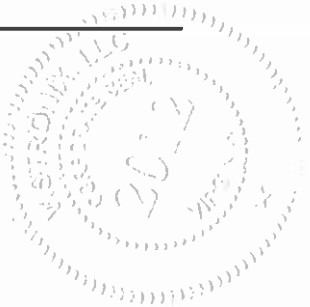
[CORPORATE SEAL]



VISTRONIX, LLC

By   
Title Chief Executive Officer

[CORPORATE SEAL]



**CERTIFICATE**

I, Richard A. Lemmon, certify that I am the Secretary of Advanced Management Technology, Inc., that Olivier H. Jeannot, who signed 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 9<sup>th</sup> day of October 2015.

By 

Richard A. Lemmon  
[CORPORATE SEAL]





**CERTIFICATE**

I, Edward J. Timbalone, certify that I am the Secretary of Vistronix, LLC, that John A. Hassoun, who signed for this limited liability company was then Chief Executive Officer 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 company this 28<sup>th</sup> day of September 2015.

By Edward J. Timbalone  
[CORPORATE SEAL]



**EXHIBIT A**  
**LIST OF CONTRACT**

**AGENCY NAME**

U.S. General Services Administration

**CONTRACT #**

GS00Q09BGD0006

**CLIENT ADDRESS**

GWAC CONTRACT OPERATIONS BRANCH A  
333 WEST BROADWAY, SUITE 950  
SAN DIEGO CA. 92101-3805

**CONTRACTING OFFICER**

ROGER W. CHAPIN

TOTAL CONTRACT VALUE: The ceiling value of the contract is \$50 Billion  
CONTRACT AMOUNT REMAINING: No task orders have been issued  
UNPAID BALANCE: \$0