

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. PA09	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) INFOZEN INC. 6700A ROCKLEDGE DRIVE, SUITE 300 BETHESDA, MD 20817-7834		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0058	
			10B. DATED (SEE ITEM 13) 05/01/2009	
CODE DUNS: 964553812	FACILITY CODE CAGE: 076K2			

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

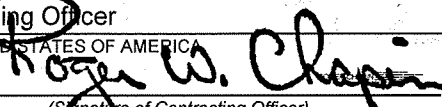
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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 GS00Q09BGD0058 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) ROGER W. CHAPIN Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 01/15/2015

b. The following changes are accomplished pursuant to the Novation Agreement (see attachment1), between the original contractor, Thomas & Herbert Consulting LLC (transferor), CAGE 076K2, to InfoZen Inc. (transferee), CAGE 1QVG9, and the UNITED STATES GOVERNMENT executed on June 3, 2014 under the authority of FAR 42.12.

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

From: THOMAS & HERBERT CONSULTING LLC 1901 North Moore Street, Suite 700 Arlington, VA 22209-1717 DUNS: 949264550 CAGE: 076K2	To: INFOZEN INC. 6700A Rockledge Drive, Suite 300 Bethesda, MD 20817-7834 DUNS: 964553812 CAGE: 1QVG9
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c. This Novation Agreement includes *in part* the following provisions:

(1) InfoZen Inc. (CAGE 1QVG9) assumes all obligations and liabilities of the Thomas & Herbert Consulting LLC (CAGE 076K2) under the contract by virtue of the above transfer, as if InfoZen Inc. were the original party to the contract.

(2) Thomas & Herbert Consulting LLC (CAGE 076K2) confirms the transfer to InfoZen Inc. (CAGE 1QVG9) 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) Thomas & Herbert Consulting LLC (CAGE 076K2) and InfoZen Inc (CAGE 1QVG9) 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) This novation transfers all contractual responsibilities to InfoZen Inc. who is solely responsible for performance of this contract.

(5) This modification incorporates InfoZen Inc.'s revised 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 dated October 15, 2014, and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated into the contract by reference”.

(6) InfoZen Inc. assumes the Thomas & Herbert Consulting LLC’s Time and Material/ Labor Hour pricing for the Alliant Contract GS00Q09BGD0058.

(7) 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.

(8) No Alliant task orders have been awarded under Alliant Contract GS00Q09BGD0058.

Attachment 1: Novation Agreement

Attachment 1

NOVATION AGREEMENT
FAR 42.1204

NOVATION AGREEMENT

From the Transferor,
Thomas & Herbert Consulting LLC, CAGE 076K2
To the Transferee
InfoZen Inc, CAGE 1QVG9
And
The UNITED STATES GOVERNMENT
effective June 3, 2014
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. Certified copies of the Unanimous Consents of the InfoZen Board of Directors
3. Certified copy of the Joint Unanimous written consent of the Thomas & Herbert Consulting members and managers authoring the transfer of the assets to InfoZen.
4. Opinion letters from the legal counsel for InfoZen and Thomas & Herbert
5. InfoZen Top Secret facility clearance
6. Past performance narratives on three InfoZen prime contracts
7. Cost Accounting and Earned Value Management Systems Checklist
8. Audited financial Statements of InfoZen
9. Unaudited InfoZen balance sheets
10. Balance sheets of Thomas & Herbert
11. Resume of Alliant Contract Program Manager
12. Statement that InfoZen can support OCONUS work
13. Statement that InfoZen accepts terms and conditions of Alliant contract
14. Statement that InfoZen adopts current small business subcontracting goals
15. Statement that no consent from sureties is required
16. Statement that InfoZen is classified as other than small business.

NOVATION AGREEMENT

Thomas & Herbert Consulting LLC, a limited liability company duly organized and existing under the laws of Maryland with its principal office in Alexandria, VA ("Transferor"); InfoZen, Inc., a corporation duly organized and existing under the laws of Maryland with its principal office in Bethesda, MD ("Transferee"); and the UNITED STATES OF AMERICA ("Government") enter into this Agreement as of June 3, 2014.

ARTICLE I THE PARTIES AGREE TO THE FOLLOWING FACTS:

Section 1.1 The Government, represented by various Contracting Officers of the General Services Administration, has entered into contract number GS00Q9BGD0058 with the Transferor. The term the "Contract," as used in this Agreement, means the above contract (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 such contract). Included in the term "the Contract" are also all modifications made under the terms and conditions of such between the Government and the Transferee, on or after the effective date of this Agreement.

Section 1.2 As of June 3, 2014, the Transferor has transferred to the Transferee all the assets of Transferor related to the Contract by virtue of an Asset Purchase Agreement between the Transferor and the Transferee.

Section 1.3 The Transferee has acquired all the assets of the Transferor related to the Contract by virtue of the above transfer.

Section 1.4 The Transferee has assumed all obligations and liabilities of the Transferor under the Contract by virtue of the above transfer.

Section 1.5 The Transferee is in a position to fully perform all obligations that may exist under the Contract.

Section 1.6 It is consistent with the Government's interest to recognize the Transferee as the successor party to the Contract.

Section 1.7 Evidence of the above transfer has been filed with the Government.

**ARTICLE II
IN CONSIDERATION OF THESE FACTS, THE PARTIES
AGREE THAT BY THIS AGREEMENT –**

Section 2.1 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.

Section 2.2 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.

Section 2.3 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.

Section 2.4 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.

Section 2.5 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.

Section 2.6 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.

Section 2.7 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.

Section 2.8 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 these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

Section 2.9 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.

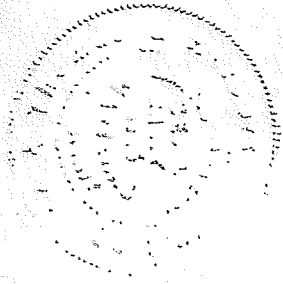
Section 2.10 This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.

UNITED STATES OF AMERICA

By: Roger W. Chapin
Title: Contracting Officer

THOMAS & HERBERT CONSULTING LLC

By: [Signature]
Title: Chairman & CEO



[CORPORATE SEAL]

INFOZEN, INC.

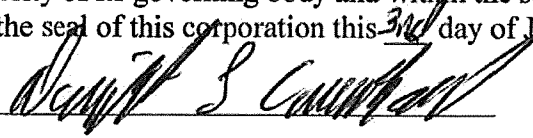
By: [Signature]
Title: RAJ ANANTHANPILAI, CEO

[CORPORATE SEAL]

CERTIFICATE

I, Dwight L. Carmichael, certify that I am the Secretary of InfoZen, Inc., that Raj Ananthanpillai, who signed this Agreement for this corporation, was then Chief Executive Officer 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 3rd day of June, 2014.

By



[CORPORATE SEAL]

CERTIFICATE

I, David Waller, certify that I am the Secretary of Thomas & Herbert Consulting LLC, that Rodney Thomas, who signed this Agreement for this company, was then Chairman and CEO of this company; and that this Agreement was duly signed for and on behalf of this company by authority of its governing body and within the scope of its company powers.

Witness my hand and the seal of this corporation this 3rd day of June 2014.



By

[CORPORATE SEAL]

