AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. PA10
3. EFFECTIVE DATE SEE BLOCK 16C
4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
8. ISSUED BY CODE QTACA
7. ADMINISTERED BY (if other than item 6) CODE

U.S. GENERAL SERVICES ADMINISTRATION
ENTERPRISE ACQUISITION DIVISION
333 WEST BROADWAY, SUITE 950
SAN DIEGO, CA 92101-3805

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
INFORMATION INNOVATORS, INC.
7400 FULLERTON RD STE 210
SPRINGFIELD, VA 22153-2830

CODE DUNS: 043669030 FACILITY CODE CAGE: 3D7A8
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 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 CONTRACT/ORDER 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.

☐ 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ 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 GS00Q9BGDO42 resulting from the Novation Agreement contained in attachment 1 of this modification.

See summary of changes on the following pages

15A. NAME AND TITLE OF SIGNER (Type or print)
ROGER W. CHAPIN
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED
09/03/2015

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243
b. The following changes are accomplished pursuant to the Novation Agreement (see attachment1), between the original contractor, AECOM National Security Programs Inc. (CAGE 0DEY3) transferor, to Information Innovators Inc. (CAGE 3D7A8) transferee, and the UNITED STATES GOVERNMENT executed on May 18, 2015 under the authority of FAR 42.12.

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

<table>
<thead>
<tr>
<th>From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AECOM NATIONAL SECURITYPROGRAMS, INC</td>
<td>INFORMATION INNOVATORS, INC</td>
</tr>
<tr>
<td>6564 LOISDALE CT, SUITE 500</td>
<td>7400 FULLERTON RD, STE 210</td>
</tr>
<tr>
<td>SPRINGFIELD, VA 22150-1833</td>
<td>SPRINGFIELD, VA 22153-2830</td>
</tr>
<tr>
<td>DUNS: 193348489</td>
<td>DUNS: 043669030</td>
</tr>
<tr>
<td>CAGE: 0DEY3</td>
<td>CAGE: 3D7A8</td>
</tr>
</tbody>
</table>

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

(1) Information Innovators Inc. (CAGE 3D7A8) assumes all obligations and liabilities of the AECOM National Security Programs Inc. (CAGE 0DEY3) under the contract by virtue of the above transfer, as if Information Innovators Inc. were the original party to the contract.

(2) AECOM National Security Programs Inc. (CAGE 0DEY3) confirms the transfer to Information Innovators Inc. (CAGE 3D7A8) 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) AECOM National Security Programs Inc. (CAGE 0DEY3) and Information Innovators Inc. (CAGE 3D7A8) 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) Information Innovators Inc. (CAGE 3D7A8) shall be responsible for any task order issued under the contract, including without limitation, task order HHSCCG-14-J-00168; to include the close-out of that task order.

(5) This novation transfers all contractual responsibilities to Information Innovators Inc. (CAGE 3D7A8) who is solely responsible for performance of this contract.
(6) This modification incorporates Information Innovators 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 September 3, 2015, and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated into the contract by reference”.

(7) Information Innovators Inc. assumes the AECOM National Security Program Inc.’s Time and Material/ Labor Hour pricing for the Alliant Contract GS00Q09BGD0042.

(8) As a result of the novation, this contract and all task orders issued under this contract will be amended by substituting the name Information Innovators Inc. in place of AECOM National Security Program 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
Attachment 2: List of affected Alliant task orders
Attachment 1

NOVATION AGREEMENT
FAR 42.1204
NOVATION AGREEMENT

From the Transferor,
AECOM National Security Programs Inc., CAGE ODEY3
To the Transferee
Information Innovators, Inc., CAGE 3D7A8
And
The UNITED STATES GOVERNMENT
Effective May 18, 2015
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. Asset Purchase Agreement
3. Draft Bill of Sale
4. Resolutions of the corporate parties’ boards of directors authorizing the transfer of assets
5. Resolutions of the corporate parties’ stockholders authorizing the transfer of assets
6. Transferee’s certificate and articles of incorporation
7. Opinion of legal counsel for the Transferor and Transferee that transfer was proper
8. Balance sheets of the Transferor and Transferee immediately before and after the transfer of assets
9. List of Affected Contracts
10. Evidence of transferee’s capability to perform
11. Evidence that security clearance requirements have been met
12. Consent of sureties if bonds are required

Attachment 1
NOVATION AGREEMENT

AECOM National Security Programs, Inc. ("Transferor"), a corporation duly organized and existing under the laws of the Commonwealth of Virginia with its principal office in Springfield; Information Innovators, Inc. ("Transferee"), a corporation duly organized and existing under the laws of the Commonwealth of Virginia with its principal office in Springfield; and the UNITED STATES OF AMERICA ("Government") enter into this Agreement as of the date of the last signatory hereto ("Effective Date").

THE PARTIES AGREE TO THE FOLLOWING FACTS:

The Government, represented by various Contracting Officers of the General Services Administration and Department of Homeland Security Citizenship and Information Services, has entered into certain contracts with the Transferor, namely as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, 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 these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(1) As of the Effective Date, the Transferor has transferred to the Transferee all the assets of the Transferor associated with the contracts in Exhibit A by virtue of an Asset Purchase Agreement between the Transferor and the Transferee.

(2) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.

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

(4) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(5) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(6) Evidence of the above transfer has been filed with the Government.

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 contracts.
(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

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

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

(9) The contracts 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.

(Signature Page Follows)
UNITED STATES OF AMERICA

By:  
Name: Roger W. Chapin  
Title: Senior Contracting Officer, US General Services Administration

AECOM NATIONAL SECURITY PROGRAMS, INC.

By:  
Name: Terence Raley  
Title: Secretary

INFORMATION INNOVATORS, INC.

By:  
Name: Franco Tao  
Title: President

[Signature Page to the Novation Agreement]
CERTIFICATE

I, Denise Wilder, certify that I am the Secretary of INFORMATION INNOVATORS, INC., that Franco Tao, 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 15th day of May 2015.

By ____________________________

[CORPORATE SEAL]

[Certificate to the Novation Agreement]
CERTIFICATE

I, Terence Raley, certify that I am the Secretary of AECOM NATIONAL SECURITY PROGRAMS, INC., that Terence Raley, who signed this Agreement for this corporation, was then Secretary 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 16th day of May 2015.

By __________________________

[CORPORATE SEAL]

[Certificate to the Novation Agreement]
Exhibit A

Contracts Between Government and Transferor


[Exhibit A to the Novation Agreement]
Attachment 2

List of Affected Task Orders
<table>
<thead>
<tr>
<th>Task Order Number</th>
<th>Type</th>
<th>Contracting Office</th>
<th>Contracting Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>HSSCCG-14-J-00168</td>
<td>CPAF</td>
<td>USCIS Contracting Office</td>
<td>Department of Homeland Security</td>
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</tbody>
</table>