

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2

2. AMENDMENT/MODIFICATION NO. 0012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Institutes of Health NIH Info Tech Acquisition and Assessment Center Bethesda, MD 20892-7511	CODE OLAO/NITAAC	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SKYEPOINT DECISIONS, INC.:1302905 45240 BUSINESS COURT SUITE 160 DULLES VA 201666703	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200153W
		10B. DATED (SEE ITEM 13) 07/11/2012
CODE	FACILITY CODE	

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 ACKNOWLEDGEMENT 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 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)
See Schedule

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.
	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Subpart 42.12 - Novation and Change-of-Name Agreements
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is:

A. Recognize SKYEPOINT DECISIONS, INC., a corporation duly organized and existing under the laws of Virginia with its principal office in Dulles, Virginia, as the successor in interest to KEMTAH GROUP, INC. THE, a corporation duly organized and existing under the laws of New Mexico with its principal office in Albuquerque, New Mexico. See executed novation agreement as attached.

B. Change contractor from:
KEMTAH GROUP, INC. THE
DUNS: 612030924 CAGE Code: 1M5G5
2309 Renard Place SE
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) CHRISTOPHER GIUSTI, CFO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KEITH JOHNSON
15B. CONTRACTOR/OFFICER <i>Chris Giusti</i> (Signature of person authorized to sign)	15C. DATE SIGNED 4/9/18
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200153W/0012

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SKYEPOINT DECISIONS, INC.:1302905

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Suite 300 Albuquerque, New Mexico 87106-4275</p> <p>To: SKYEPOINT DECISIONS, INC. DUNS: 829977508 CAGE Code: 5E0S6 45240 BUSINESS COURT SUITE 160 DULLES, VA 20166-6703</p> <p>C. Change the contractor business size from Other Than Small to Small Business.</p> <p>All other terms and conditions (e.g., pricing) remain unchanged.</p> <p>Payment: Approved By, DITA-NITAAC Central 2115 East Jefferson St, MSC 8500 2115 East Jefferson St, MSC 8500 Room 4B-432 Bethesda, MD 20892-8500 Period of Performance: 07/15/2012 to 07/14/2022</p>				

NOVATION AGREEMENT

The Kemtah Group, Inc. (“**Transferor**”), a corporation duly organized and existing under the laws of New Mexico, with its principal office in Albuquerque, New Mexico; SkyePoint Decisions, Inc. (“**Transferee**”), a corporation duly organized and existing under the laws of Virginia with its principal office in Dulles, Virginia; and the United States of America (“**Government**”) enter into this Agreement as of July 20, 2017 (the “**Effective Date**”).

(a) The parties agree to the following facts:

- (1) The Government, represented by various Contracting Officers of the National Institutes of Health, has entered into a CIOSP3 Small Business Contract (No. HHSN316201200153W) (the “**Contract**”). The term “Contract,” as used in this Agreement, means the above contract and all modifications made between the Government and Transferor before the Effective Date (whether or not performance and payment have been completed and releases executed if the Government or Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term “Contract” are also all modifications made under the terms and conditions of the Contract between the Government and Transferee, on or after the Effective Date.
- (2) As of July 20, 2017, Transferor has transferred to Transferee all the assets of a certain business line of Transferor by virtue of an Acquisition of Business Unit Agreement between Transferor and Transferee.
- (3) Transferee has acquired all the assets of a certain business line of Transferor by virtue of the above transfer.
- (4) Transferee has assumed all obligations and liabilities of Transferor under the Contract by virtue of the above transfer.
- (5) 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 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 each 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 contracts 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 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 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 contracts 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. Each party has executed this Agreement as of the day and year first above written. This Agreement may be executed in counterparts.

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

UNITED STATES OF AMERICA

By F. Keith Plummer
Title Contracting Officer NIH

{Signatures continue on following page}

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

THE KEMTAH GROUP, INC.

By Elizabeth Ferras
Title CEO

CERTIFICATE

I, Michael Wirth, certify that I am the Secretary of THE KEMTAH GROUP, INC., that ~~Elizabeth Ferras~~ Chief Financial Officer who signed this Agreement for this corporation, was then Chief Financial 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 20th day of July, 2017.

By Michael Wirth

[Corporate Seal]

{Signatures continue on following page}