

NOVATION AGREEMENT

Altech Services, Inc. (Transferor), a corporation duly organized and existing under the laws of the State of Arizona with its principal office in Vienna, Virginia, Trowbridge & Trowbridge, LLC (Transferee), a limited liability company duly organized and existing under the laws of the State of Maryland with its principal office in Vienna, Virginia and the United States of America (Government) enter into this Agreement as of December 1, 2013.

(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 certain contract with the Transferor, namely: Contract No. HHSN316201200181W (hereinafter the "contract"). The term "the contract," as used in this Agreement, means the above contract and any associated purchase orders and 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 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 December 1, 2013, the Transferor has transferred to the Transferee the contract) by virtue of an Assignment and Assumption Agreement between the Transferor and the Transferee.

(3) The Transferee has acquired the contract from the Transferor 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) The Assignment and Assumption Agreement as well as other documentation regarding the above transfer has been provided to 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 this 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 Edward B. Wilgus
Name: Edward B. Wilgus
Title: Contracting Officer

ALTECH SERVICES, INC.,

By Karen Trowbridge
Karen Trowbridge
President

[Corporate Seal]



TROWBRIDGE & TROWBRIDGE, LLC,

By Karen Trowbridge
Karen Trowbridge
Manager

[Corporate Seal]



CERTIFICATE

I, Karen Trowbridge, certify that I am the Secretary of Altech Services, Inc., that Karen Trowbridge, 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 1st day of December, 2013.

By 

[Corporate Seal]



CERTIFICATE

I, Chris Brandell, certify that I am the Chief Operating Officer of Trowbridge & Trowbridge, LLC, that Karen Trowbridge, who signed this Agreement for this corporation, was then Manager of this limited liability company; 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 1st day of December, 2013.

By 

[Corporate Seal]

