

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES		
2. AMENDMENT/MODIFICATION NO. <b>PA07</b>		3. EFFECTIVE DATE <b>SEE BLOCK 16C</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>U.S. GENERAL SERVICES ADMINISTRATION ENTERPRISE ACQUISITION DIVISION 9988 HIBERT STREET, SUITE 310 SAN DIEGO, CA 92131-2480</b>		CODE <b>QTACA</b>		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>JACOBS TECHNOLOGY INC. 600 WILLIAM NORTHERN BLVD TULLAHOMA, TN 37388-4729</b>				<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. <b>GS00Q09BGD0059</b> <input type="checkbox"/> 10B. DATED (SEE ITEM 13)  <b>05/01/2009</b>			
CODE DUNS: 007923014		FACILITY CODE CAGE: 07486					

**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) <b>Novation Agreement - FAR 42.1204</b>

**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 GS00Q09BGD0059 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) <b>JOHN CAVADIAS Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer) 	
15C. DATE SIGNED		16C. DATE SIGNED <b>3/01/2013</b>	

b. The following changes are accomplished pursuant to the Novation Agreement (see attachment1), between the original contractor, Tybrin Corporation (transferor), CAGE 1H996, DUNS 037305646, to Jacobs Technology Inc.(transferee), CAGE 07486, DUNS 007923014, and the UNITED STATES GOVERNMENT as of July 30, 2012 under the authority of FAR 42.12.

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

From: TYBRIN CORPORATION 1030 TITAN COURT FORT WALTON BEACH, FL 32547-6638 CAGE: 1H996 DUNS: 037305646	To: JACOBS TECHNOLOGY, INC 600 WILLIAM NORTHERN BLVD TULLAHOMA, TN 37388-4729 CAGE: 07486 DUNS: 007923014
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(2) The contractor's mailing address is changed as follows:

From: TYBRIN CORPORATION 1030 TITAN COURT FORT WALTON BEACH, FL 32547-6638 CAGE: 1H996 DUNS: 037305646	To: JACOBS TECHNOLOGY, INC 600 WILLIAM NORTHERN BLVD TULLAHOMA, TN 37388-4729 CAGE: 07486 DUNS: 007923014
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c. This Novation Agreement includes *in part* the following provisions:

(1) Jacobs Technology, Inc (CAGE 07486) assumes all obligations and liabilities of Tybrin Corporation (CAGE 1H996) under the contract by virtue of the above transfer, as if Jacobs Technology, Inc. were the original party to the contract.

(2) Tybrin Corporation (CAGE 1H996) confirms the transfer to Jacobs Technology, Inc (CAGE 07486) 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) Tybrin Corporation (CAGE 1H996) and Jacobs Technology, Inc (CAGE 07486) 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) The Novation agreement and supporting documents are made a part of this contract and apply to all delivery/task orders issued (see attachment 2) under GS00Q09BGD0059, and any invoices submitted thereof. Modifications to incorporate the novation for those task orders are the responsibility of the issuing agencies. This modification is provided as a reference for such modifications.

(5) 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 Task Orders

# Attachment 1

NOVATION AGREEMENT  
FAR 42.1204

**Novation Agreement**  
**Alliant Contract No. GS00Q09BGD0059**

The TYBRIN Corporation (Transferor), a corporation duly organized and existing under the laws of Florida with its principal office in Fort Walton Beach, Florida; Jacobs Technology Inc. (Transferee), a corporation duly organized and existing under the laws of Tennessee with its principal office in Tullahoma; and the United States of America (Government) enter into this Agreement as of 30 July 2012.

(a) The parties agree to the following facts:

(1) The Government, represented by a Contracting Officer of the United States General Services Administration ("GSA"), has entered into certain contracts with the Transferor, namely: the Alliant Contract No. GS00Q09BGD0059 (to include Task Order GST0710BG0083 and Task Order Number GST0512BM0018). The term "the contracts," as used in this Agreement, means the Alliant Contract and task orders and 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 this contracts and related task orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of this contract and related task orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of 30 July 2012, the Transferor will transfer to the Transferee entire portion of the assets involved in performing the contract by virtue of an Inter-Company Agreement between the Transferor and the Transferee.

(3) The Transferee will acquire all of the assets of the Transferor involved in performing the contract by virtue of the above transfer.

(4) The Transferee will assume all obligations and liabilities of the Transferor under the contracts 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 contracts.

(b) In consideration of these facts, the parties agree that by this Agreement --

(1) The Transferor confirms its commitment to 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 the contract in accordance with the conditions contained in the contract. The Transferee 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 contracts 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 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 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 John Cavodias

Title GSA Contracting Officer

**TYBRIN Corporation,**

By Brian S. Pennington  
Brian S. Pennington

Title President

**[Corporate Seal]**

**Jacobs Technology Inc.,**

By Rogers Starr  
Rogers Starr

Title President

**[Corporate Seal]**

**Certificate**

I, Cheryl Nilsson, certify that I am the Secretary of TYBRIN Corporation; that Brian S. Pennington, who signed this Agreement for this corporation, is the 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 \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_

By Cheryl Nilsson

**[Corporate Seal]**

**CERTIFICATE**



I, Linda Rittenhouse, certify that I am the <sup>Asst.</sup> Secretary of Jacobs Technology Inc.; that Rogers Starr, who signed this Agreement for this corporation, is the 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 August 20 12

By

Linda N Rittenhouse

[Corporate Seal]



# Attachment 2

## List of Affected Task Orders

Affected Task Orders

Tybrin Corporation to Jacobs Technology Inc - Novation		
Task Order Number	Type	Contracting Activity
GST0412DB0137	T&M/LH	GSA Assisted Acquisition Services Region 4
GST0512BM0018	T&M/LH	GSA Assisted Acquisition Services Region 5
GST0710BG0083	T&M/LH	GSA Assisted Acquisition Services Region 7