

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. PA07	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 9988 HIBERT STREET, SUITE 310 SAN DIEGO, CA 92131-2480	CODE QTACA	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TRUESTONE, LLC 3201 C STREET SUITE 400B ANCHORAGE, ALASKA 99503-3967		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0057	
			10B. DATED (SEE ITEM 13) 05/01/2009	
CODE DUNS: 141087416	FACILITY CODE CAGE: 3NBM3			

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

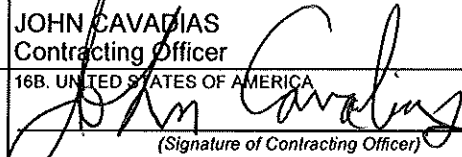
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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 GS00Q09BGD0057 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) JOHN CAVADIAS Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 11/30/2012

b. The following changes are accomplished pursuant to the Novation Agreement (see attachment1), between the original contractor, TKC Communications, LLC (transferor), CAGE 1TV59, to Truestone, LLC (transferee), CAGE 3NBM3, and the UNITED STATES GOVERNMENT executed on March 21, 2012 under the authority of FAR 42.12.

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

From: TKC COMMUNICATIONS, LLC 3201 C STREET, SUITE 400A ANCHORAGE, AK 99503-3967 CAGE: 1TV59	To: TRUESTONE, LLC 3201 C STREET, SUITE 400B ANCHORAGE, AK 99503-3967 CAGE: 3NBM3
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(2) The contractor's mailing address is changed as follows:

From: TKC COMMUNICATIONS, LLC 3201 C STREET, SUITE 400A ANCHORAGE, AK 99503-3967 CAGE: 1TV59	To: TRUESTONE, LLC 13873 PARK CENTER ROAD, SUITE 300N HERNDON, VA 20171-3247 CAGE: 3NBM3
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c. This Novation Agreement includes *in part* the following provisions:

(1) Truestone, LLC (CAGE 3NBM3) assumes all obligations and liabilities of the TKC Communications, LLC (CAGE 1TV59) under the contract by virtue of the above transfer, as if Truestone, LLC were the original party to the contract.

(2) TKC Communications, LLC (CAGE 1TV59) confirms the transfer to Truestone, LLC (CAGE 3NBM3) 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) TKC Communications, LLC (CAGE 1TV59) and Truestone, LLC (CAGE 3NBM3) 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) No Alliant task orders have been awarded to TKC Communications.

(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 1

NOVATION AGREEMENT

FAR 42.1204

NOVATION AGREEMENT

From the Transferor,
TKC Communications, CAGE 1TV59,
To the Transferee
Truestone, LLC. CAGE 3NBM3
And
The UNITED STATES GOVERNMENT
effective March 21, 2012
under the authority of FAR 42.1204

7 Exhibits

A. 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.

B. Certified Copy of the resolutions authorizing the asset transfer

C. Affected contract – GS00Q09BGD0057

D. Evidence of Truestone's capability to perform

E. Legal Opinion in support of Novation Agreement

F. Financial Records

G. Resume for New Program Manager, Mr. Robert Strong

Friday, March 30, 2012

NOVATION AGREEMENT

TKC Communications (Transferor), a corporation duly organized and existing under the laws of Alaska with its principal office in Anchorage; Truestone, LLC (Transferee), a corporation duly organized and existing under the laws of Alaska with its principal office in Anchorage; and the United States of America (Government) enter into this Agreement as of March 21, 2012.

(a) The parties agree to the following facts:

(1) The Government, represented by John Cavadias of the General Services Administration has entered into the Alliant Contract (#GS00Q09BGD0057) with the Transferor. The term "the contract," as used in this Agreement, means the above contract and all related 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 contract" are also all modifications made under the terms and conditions of the contract and purchase orders under the contract between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of March 21, 2012, the Transferor has transferred to the Transferee all the assets of the contract by virtue of an Asset Transfer between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the contract 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 contracts.

(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 the contract in accordance with the conditions contained in the contract. The Transferee also

Friday, March 30, 2012

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 contracts. 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 the 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.

Friday, March 30, 2012

UNITED STATES OF AMERICA,
By John Cavadean
Title GSA Contracting Officer

TKC COMMUNICATIONS, LLC
By Rt Stanchi
Title GENERAL MANAGER

[Corporate Seal]

TRUESTONE, LLC
By Warren Soloduk
Title Managing Director

[Corporate Seal]

CERTIFICATE

I, Patricia Toben-Cropper, certify that I am the Assistant Secretary of TKC Communications, LLC, that Richard Stanchi, who signed this Agreement for this corporation, was then General Manager 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 April 16th 2012

By Patricia Toben Cropper

[Corporate Seal]

CERTIFICATE

I, Patricia Toben-Cropper, certify that I am the Assistant Secretary of Truestone, LLC, that Warren Soloduk, who signed this Agreement for this corporation, was then Managing Director 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 April 16th 2012

By Patricia Toben Cropper

[Corporate Seal]