

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE Click here to enter text.	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. PA0007	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NO. (If Applicable)
6. ISSUED BY: CODE U. S. GENERAL SERVICES ADMINISTRATION IT SERVICES CONTRACT OPERATIONS DIVISION 333 WEST BROADWAY, STE. 950 SAN DIEGO, CA 92101-3805	QT2A1CA	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Smartronix, Inc. 44150 Smartronix Way Hollywood, MD 20636-3172		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER	
CODE DUNS: 965091606		FACILITY CODE CAGE: 03MT8	<input type="checkbox"/> 9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. 47QTCK18D0007	<input type="checkbox"/> 10B. DATED (SEE ITEM 13) 7/1/2018

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.

Offer's 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)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	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"/>	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. Change of Name Agreement per FAR 42.1205

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. Pursuant to FAR 42.12, the purpose of this modification is to incorporate the Change-of-Name Agreement executed July 1, 2020, by DCMA Baltimore, Baltimore, MD (Attachment A). As a result of the Change-of-Name, the Alliant 2 Governmentwide Acquisition Contract (GWAC) 47QTCK18D0007 and all Task Orders (Attachment B) awarded under it are changed as specified on page 2 of this modification.

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)	
		Diemle Phan Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED Click here to enter text.	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

b. The contractor's name is changed as follows:

From	To
Smartronix, Inc. 44150 Smartronix Way Hollywood, MD 20636-3172 DUNS: 965091606 CAGE: 03MT8	Smartronix, LLC 44150 Smartronix Way Hollywood, MD 20636-3172 DUNS: 965091606 CAGE: 03MT8

As a result of the Change-of-Name, this contract and respective task orders issued under this contract will be amended by substituting the name Smartronix, LLC in place of Smartronix, Inc. This modification is provided as reference for such modifications.

c. All other terms and conditions of the contract remain unchanged.

Attachment A

AGREEMENT RECOGNIZING CONVERSION FROM CORPORATION TO LLC AND CHANGE-OF-NAME

Smartronix, LLC (Contractor), a limited liability company duly organized and existing under the laws of Maryland, and the UNITED STATES OF AMERICA (Government), enter into this Agreement as of December 20, 2019.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the United States Departments of the Navy, Air Force, Veterans Affairs, Interior, Health and Human Services (National Institutes of Health); the General Services Administration; and the Consumer Financial Protection Bureau, has entered into certain contracts and purchase orders with Smartronix, Inc., 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/or purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and Smartronix, Inc. before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or Smartronix, Inc. has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) Smartronix, Inc., by Articles of Conversion of Smartronix, Inc. and Articles of Organization of Smartronix, LLC; both dated December 20, 2019; and both filed with the State of Maryland Department of Assessments and Taxation, Charter Division, and effective on December 20, 2019; converted from a Maryland Corporation to a Maryland Limited Liability Company pursuant to Section 3-901 of the Maryland General Corporation Law and Section 4A-1101 of the Maryland Limited Liability Company Act; and this resulted in a name change from Smartronix, Inc. to Smartronix, LLC.

(3) The conversion and LLC formation accomplished a change of legal entity form from a Maryland Corporation to a Maryland Limited Liability Company, with corresponding change of name, but the contractor legal entity remains the same under Section 3-904(b)(2) of the Maryland General Corporation Law (2015). All rights and obligations of the Government and of the Contractor under the contracts are unaffected by these changes.

(4) The conversion and name change occurred in connection with the indirect acquisition of Smartronix, Inc. via an equity purchase by OceanSound Partners. Prior to this acquisition, Smartronix, Inc. distributed all assets and liabilities primarily related to its products business to Parraid, LLC, the former owner of Smartronix, Inc. Smartronix, Inc. retained its services business, which is what OceanSound Partners indirectly acquired, and which is part of Smartronix, LLC. The Smartronix, Inc. products business, which was distributed to Parraid, LLC, includes certain U.S. Government contracts, which are the subject of a novation request being processed separately from this Agreement.

(5) Documentary evidence of the change of contractor legal form and name change has been filed with the Government.

(b) In consideration of these facts, the parties agree that—

(1) The Government recognizes Smartronix, LLC as the successor in interest in and to the contracts. Smartronix, LLC by this Agreement becomes entitled to all rights, titles, and interests of Smartronix, Inc. in and to the contracts as if Smartronix, LLC were the original party to the contracts.

(2) Nothing in this Agreement shall be construed as a waiver of any rights the Government had against Smartronix, Inc., and all such rights shall apply equally to the converted legal entity, Smartronix, LLC.

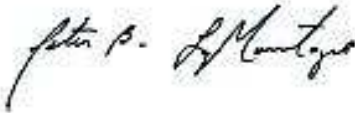
(3) Notwithstanding the Government's recognition of this change of ownership, conversion, and change of name, the Government is not obligated to pay or reimburse either Smartronix, LLC; OceanSound Partners; Parraid, LLC; and/or their parent organizations, for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of, or resulting from, the sale of Smartronix, Inc. assets, the name change transaction, or any underlying transfers of assets or ownership between Smartronix, Inc., Smartronix, LLC, OceanSound Partners, or Parraid, LLC, and/or their parent organizations, other than those that the Government in the absence of any such transfers or name change would have been obligated to pay or reimburse under the contract terms existing at the time of the sale, conversion, and name change;

(4) The contracts covered by this Agreement are amended by substituting the name "Smartronix, LLC" for the name "Smartronix, Inc." wherever it appears in the contracts; and

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

UNITED STATES OF AMERICA,
TUCKER.HARR Digitally signed by
Y.1199610666 TUCKER.HARRY.1199610666
Date: 2020.07.01 15:13:24
-04'00'
BY HARRY TUCKER
Supervisory Administrative Contracting Officer

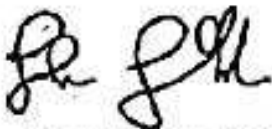
SMARTRONIX, LLC,



BY Peter LaMontagne
Chief Executive Officer

CERTIFICATE

I, Joseph Gerczak, certify that I am the Chief Operating Officer of SMARTRONIX, LLC; that Peter LaMontagne, who signed this Agreement for this company, was then Chief Executive Officer of this company; and that this Agreement was duly signed for and on behalf of this company by authority of its governing body and within the scope of its company powers. Witness my hand this 26 day of June 2020.



BY JOSEPH GERCZAK
Chief Operating Officer

Attachment B

List of Alliant 2 GWAC Affected Task Orders

Task Order Number	N0042119F0422
Contract Number	47QTCK18D0007
Title	Enterprise Hosting Services/Cloud Consumption - NWCF
Current Value	\$157,173,323.00
IDIQ Relationship	Prime Contractor
Legal Entity	Smartronix, Inc.
Customer	Department of the Navy
POP Start	4/1/2019
POP End	3/31/2024
Unsettled Balance	
Contracting Officer Name	Janiece Gordon
Contracting Officer Email	janiece.gordon@navy.mil

Task Order Number	M6785420F4003
Contract Number	47QTCK18D0007
Title	Marine Corp Cyberspace Operations Group (MCCOG) Public Key Infrastructure (PKI)
Current Value	\$4,949,303
IDIQ Relationship	Prime Contractor
Legal Entity	Smartronix, Inc.
Customer	U.S. Marine Corps
POP Start	11/1/2019
POP End	3/31/2024
Unsettled Balance	
Contracting Officer Name	Alexander Lyon
Contracting Officer Email	alexander.lyon@usmc.mil