

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

Two (2)

3. EFFECTIVE DATE

DEC 01 1992

4. REQUISITION/PURCHASE REQ. NO.

RFPA ADM-92-313 dtd 11/23/92

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts & Property Management
Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

PRIME: * U.S. Small Business Administration
1111 18th Street - N.W.; Washington, DC 20036

SUB: Trandes Corporation
2111 Crystal Drive
Arlington, Virginia 22202

Principal Investigator/Technical

Contact: Marc Kreiner

Telephone No. (703) 979-5566

CODE

FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NRC-10-92-313

10B. DATED (SEE ITEM 13)

8/3/92

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 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.

☒ 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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

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.)

See Page 2 - Assignment of Claims

9212140268 921201
PDR CONTR
NRC-10-92-313 PDR

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)

Mary Jo Mattia, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

DEC 01 1992

In accordance with Billing Instruction for NRC Cost-Type Contracts, the section entitled "preparation and Itemization of the Voucher - Payee's name and address," and by virtue of the executed instrument of assignment of claims dated August 19, 1992, the contract is hereby modified as follows:

1. In accordance with the assignment of claims dated August 19, 1992, payment of monies due unto this contract will be made to:

Signet Bank/Maryland
P.O. Box 239
Merrifield, Virginia 22116-2329

2. This assignment of claims shall remain in effect unless or until released in accordance with FAR 32.805(e).

ASSIGNMENT OF MONIES DUE FROM UNITED STATES

FOR AND IN CONSIDERATION of loans heretofore made and which may hereafter be made by SIGNET BANK/MARYLAND a Maryland banking corporation duly organized under the laws of the state of Maryland (hereinafter called "Bank"), Bethesda, Maryland to Transdes Corporation (hereinafter called "Assignor"), a Delaware corporation, and to secure and to provide for the payment of any and all such loan or loans and any and all notes which may be issued to evidence the same, and any and all other obligations, howsoever arising and whensoever incurred, of Assignor to Bank, Assignor hereby assigns, transfers and sets over to Bank, its successors and assigns, all monies and claims for monies due and/or to become due to Assignor from the United States of America (hereinafter called "The Government"), under or arising out of that certain contract between Assignor and the Government acting through Department of the Nuclear Regulatory Commission dated July 30, 1992, numbered NRC-10-92-313, and any and all additions thereto, amendments thereof, change orders, supplements or other modifications thereof, now or hereinafter in effect and as the same may be evidenced by a letter of intent, letter of award, letter of acceptance of bid or proposal, informal or incomplete contract, order, authorization to commence performance, or other similar instrument or communications made or received by Assignor in anticipation of, or in connection with, said contract (all of which are hereinafter collectively called the "Contract").

Assignor hereby specifically authorizes and directs the Government to make all payments due and to become due under the Contract direct to Bank by checks or other instruments for the payment of money payable to the order of Bank and Assignor hereby irrevocably appoints Bank the lawful attorney-in-fact of Assignor with authority in the name of Assignor, its successors and assigns, or in its own name, and without notice of any kind to Assignor to take possession of and endorse in the name of Assignor any check or other instrument for the payment of money received on account of any monies due or to become due under the Contract.

Assignor warrants and represents unto Bank that the Contract is valid and presently in effect; that Assignor is the lawful owner of all rights under the Contract and has the right to assign all proceeds thereof; that the rights of Assignor under the Contract are free from all liens and encumbrances; that the Government has not requested, and Assignor has not furnished, any bond or bonds in connection with the Contract; and that Assignor will warrant and defend the right of Bank in the Contract hereby given against the claims and demands of all claimants whomsoever.

Assignor agrees that any payment or instrument for the payment of money which Assignor may receive on account of the Contract shall be held in trust by Assignor as the property of Bank and shall forthwith be delivered to Bank in the identical form of payment received by Assignor.

Assignor agrees that any and all monies received by Bank from the Government by virtue of this assignment may be applied by Bank to the payment of any and all loans or other indebtedness or obligations of Assignor to Bank in the absolute discretion of Bank whether said claims against Assignor by Bank be direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising. Assignor will at any time or from time to time, upon written request of Bank, execute and deliver to Bank, or any other person or entity as required by Bank, such further documents and do such other acts and things as Bank may request in order to further perfect the interest of Bank under this assignment.

Assignor agrees that as it bills the Government under the Contract it will simultaneously furnish Bank copies of the invoices submitted.

Assignor acknowledges that this assignment is made in accordance with a Loan and Security Agreement executed by Assignor in favor of Bank dated April 15, 1991, assigning

all monies due or to become due under the contract and accounts receivable of Assignor to Bank and granting Bank a security interest therein under the Uniform Commercial Code, and Assignor agrees that Bank shall have, in addition to and not in substitution for Bank's rights under this instrument, all the rights granted to Bank under said Loan and Security Agreement in respect of the Contract hereby particularly assigned to Bank and Assignor shall be bound as to this assignment by all terms and condition of said Loan and Security Agreement.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed by its PRESIDENT, with its seal affixed, duly attested by its SECRETARY, all on the 27 day of AUGUST 1992.

ATTEST

(AFFIX CORPORATE SEAL HERE)

Trandes Corporation

By: Janine A. Brusse
NAME: Janine A. Brusse
TITLE: Secretary

By: James A. Brusse
NAME: James A. Brusse
TITLE: President

STATE OF MARYLAND
COUNTY OF Prince Georges, to-wit:

I, Alita Fowlkes, a Notary Public, in the County aforesaid, in the State of Maryland, whose commission expires on the 1st day of July, 1996, do hereby certify that James A. Brusse as President and Janine A. Brusse as Secretary of Trandes Corporation are signed to the foregoing Assignment, bearing date on the 27th day of August 1992, have acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 27th day of July, 1992.

(AFFIX NOTARY PUBLIC SEAL)

Alita Fowlkes
Notary Public

• ALITA FOWLKES
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1996

NOTICE OF ASSIGNMENT OF GOVERNMENT CONTRACT

To: Disbursing Officer
Division Of Accounting and Finance
Gov/Com Accounting Section
Washington, Dc 20555

Date: August 19, 1992

Re: Contract No. NRC-70-92-313
Made by the United States of America
Department of Nuclear Regulatory Commission

With: Trandes Corporation
4601 Presidents Drive, Suite 360
Lanham, Md 20706

For: Provide contract closeout services to the Nuclear Regulatory Commission (NRC).
Dated: July 30, 1992

PLEASE TAKE NOTICE that money due or to become due under the contract described above have been assigned to the undersigned pursuant to the provisions of the Assignment of Claims Act of 1940 (54 Stat. 1029) and all amendments thereto. A true copy of the instrument of assignment is attached to the original hereof. Payment due or to become due under such contract should be made to the undersigned assignee at the following address.

Signet Bank/Maryland.
P.O. Box 239
Merrifield, Virginia 22116-2329
Reference: Trandes Corporation

Please return to one of the enclosed copies of this notice with appropriate notations showing the date and hour of receipt, and duly signed by the person acknowledging receipt on behalf of the addressee to:

Noel G. O'Brien, Loan Administration Analyst
Signet Bank
8330 Boone Blvd.
Vienna, Virginia 22182-2632

SIGNET BANK/MARYLAND

By Norman Baxter
Norman Baxter
Vice President

RECEIPT is hereby acknowledged of the above notice and a copy of the above-mentioned instrument of assignment. These were received at 2:54 a.m./p.m. on September 18, 1992

Mary Jo Mattia
(Signature)

on behalf of

Mary Jo Mattia
Contracting Officer
Name and title of addressee