

NOVATION AGREEMENT

**State of Alaska, Legislative Budget & Audit Committee
Alaska State Capitol, Room 502
Juneau, Alaska 99801**

AND

**Mr. Janak Mayer
Janak Mayer, an individual doing business as Janak Mayer
2035 2nd Street NW, #GL05
Washington, DC 20001**

AND

**Mr. Nikolaos Tsafos
Nikolaos Tsafos, an individual doing business as Nikolaos Tsafos
1330 New Hampshire Ave., NW
Washington, DC 20036**

AND

**Enalytica, Inc.
1875 Connecticut Ave NW, 10th Floor
Washington, DC 20009**

**Current Remaining Contract Amount: \$233,743.24
(including travel and all other expenses)**

The parties to this Novation Agreement ("Agreement"), which is made and entered into the date the Chair of the Legislative Budget & Audit Committee signs the Agreement, are the Legislative Budget & Audit Committee ("Committee"), Janak Mayer, an individual doing business as Janak Mayer, and Nikolaos Tsafos, an individual doing business as Nikolaos Tsafos, ("Transferors"), and Analytica Inc. ("Transferee").

THE PURPOSE OF THIS AGREEMENT is to substitute the Transferee for the Transferors in the Contracts ("Contracts") entered into between the Committee and the Transferors, individually, on January 19, 2015.

WHEREAS, the Transferee became the Transferors' new business entity on May 14, 2015;

WHEREAS, the Transferee is able to fully perform all obligations that exist under the Contracts;

WHEREAS, it is in the Committee's best interest to recognize the Transferee as the Transferors' successor in interest to the Contracts and to enter into this Agreement;

WHEREAS, the Transferors and the Transferee want to substitute the Transferee for the Transferors in the Contract;

THEREFORE, the Committee, the Transferors and the Transferee agree as follows:

- (1) Each of the Transferors transfers all of the Transferor's right, title, and interest in the Contracts to the Transferee, including, but not limited to, any claims under the Contracts and the right to any amounts owed by the Committee to the Transferors, or either of them, under the Contracts as of the date of this Agreement, and waives any and all claims and rights that the Transferor may have under the Contracts against the Committee, it being understood that the Transferee has the right to enforce against the Committee any and all such claims and rights that the Transferors, or either of them, may have under the Contracts against the Committee;
- (2) The Committee waives, with regard to the Transferors but not with regard to the Transferee, any and all claims and rights that the Committee may have under the Contracts against the Transferors;
- (3) The Transferee agrees to be bound by and to perform the Contracts in accordance with the conditions contained in the Contracts;
- (4) The Transferee assumes all obligations and liabilities of the Transferors under the Contracts as if the Transferee were the original party to the Contract;
- (5) The Committee recognizes the Transferee as the Transferors' successor in interest to the Contracts as if the Transferee were the original party to the Contract;
- (6) By this Agreement the Transferee becomes entitled to all rights and interests of the Transferors in and to the Contracts as if the Transferee were the original party to the Contracts, and, on and after the date this Agreement is entered into, the term "Consultant" as used in the Contracts shall refer to the Transferee;
- (7) All payments and reimbursements made by the Committee to the Transferors of amounts owed to the Transferors before or as of the date of this Agreement, and all other previous actions taken by the Committee before or as of the date of this Agreement in accordance with the Contracts are considered to have discharged the corresponding parts of the Committee's obligations to the

Transferors under the Contracts and to the Transferee under this Agreement; and all previous actions taken by the Transferors, or either of them, before or as of the date of this Agreement in accordance with the applicable Contract are considered to have discharged the corresponding parts of the obligations of the Transferors, and each of them, under the applicable Contract and of the Transferee under this Agreement;

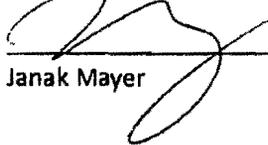
- (8) All payments and reimbursements made by the Committee in the name of or to the Transferee will have the same effect as if made to the Transferors;
- (9) The Transferors and the Transferee agree that the Committee is not obligated to pay or reimburse any of them for any payments or expenses directly or indirectly arising out of or resulting from this Agreement, other than those imposed by this Agreement or that the Committee in the absence of this Agreement would have been obligated to pay or reimburse under the terms of the Contracts;
- (10) The Transferee may only use a key person when performing the work under the contracts, unless the Committee and the Transferee agree that the Consultant may use other persons to perform the work and agree on the fees that the Committee will pay the Transferee for the work of the persons who are not the key persons; in this Agreement, "key person" means Nikolaos Tsafos or Janak Mayer;
- (11) Notwithstanding Paragraph (B) of Clause III (Compensation) of the Contracts, beginning with the month following the effective date of this Novation, the Committee shall pay the Consultant \$20,000 paid each calendar month as a retainer. This retainer shall provide the Committee up to ten calendar days of services by a key person per calendar month, as described in Clause I (Statement of Scope of Work) of the Contracts. Days worked by both key persons shall be counted separately. For each calendar day of services provided by a key person in excess of the 10 calendar days during the calendar month, the Committee shall pay the Consultant \$3,000 for each additional day of work by a key person, except that for each day of travel by a key person to or from Alaska for legislative meetings, the Committee will pay the Consultant \$1,500 for each key person instead of \$3,000;
- (12) Notwithstanding the compensation provisions of Paragraph (B) of Clause II (Period and Dates of Performance) of the Contracts, in the event of a termination, after this Novation is entered into, that is not based on breach by the Consultant, the Committee shall compensate the Consultant as indicated in Paragraph (11) of this Agreement for the calendar month during which the termination occurs. The other provisions of Paragraph (B) of Clause II will continue to apply after this Novation is entered into;
- (13) The Committee chair has changed the Project Director to Rena Delbridge;
- (14) In the event that the parties to this Agreement find it necessary to litigate the terms of the Agreement, venue shall be the State of Alaska, First Judicial District at Juneau, and the Agreement shall be interpreted according to the laws of Alaska;
- (15) This document contains all terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or to bind either of the parties;

(16)The Contracts shall remain in full force and effect, except as modified by this Agreement.

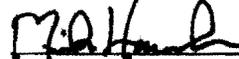
AUTHORIZATION. Execution of this Agreement was authorized by a majority of the members of the Committee on Sept. 10, 2015.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

TRANSFEROR


Janak Mayer
10/1/2015
Date

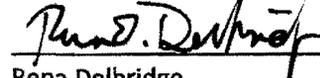
COMMITTEE


Rep. Mike Hawker, Chair
10.12.15
Date
Legislative Budget & Audit Committee
Procurement Officer

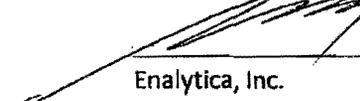
TRANSFEROR


Nikolaos Tsafos
10/1/2015
Date

ACCEPTED


Rena Delbridge
10-12-15
Date
Project Director

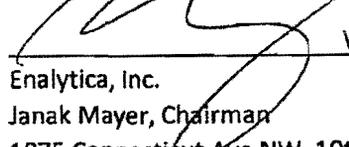
TRANSFeree


Enalytica, Inc.
10/1/2015
Date
Nikolaos Tsafos, President
1875 Connecticut Ave NW, 10th Floor
Washington, DC 20009
Alaska Business License # 1026100

CERTIFYING AUTHORITY


Kris Curtis
10/8/15
Date
Legislative Auditor

TRANSFeree


Enalytica, Inc.
10/1/2015
Date
Janak Mayer, Chairman
1875 Connecticut Ave NW, 10th Floor
Washington, DC 20009
Alaska Business License # 1026100

APPROVED AS TO FORM


Theresa S. Barnister
9-30-15
Date
Legal Counsel