

ADMINISTRATIVE AGREEMENT

I. PARTIES

This Agreement dated January 27, 2014 ("Effective Date"), is made between Microtechnologies, LLC d/b/a MicroTech ("MicroTech" or the "Company"), and the United States Small Business Administration ("SBA"). As used herein, MicroTech means Microtechnologies, LLC, and all its operating sectors, groups, divisions, units, and wholly owned subsidiaries, including those acquired or established during the term of this Agreement.

II. PREAMBLE

A. MicroTech is a business incorporated in the Commonwealth of Virginia with its principal place of business located in Vienna, Virginia.

B. In a Notice of Proposed Debarment ("Notice") issued on December 20, 2013, SBA proposed to debar MicroTech from future contracting with any agency of the Executive Branch of the United States Government under Section 9.406 of the Federal Acquisition Regulation ("FAR").

C. Anthony Jimenez, MicroTech's Chief Executive Officer ("CEO"), also received and was subject to the Notice.

D. The basis for SBA's proposed debarment was set forth in SBA's Notice, which is incorporated by reference herein. SBA's proposed debarment was based on evidence compiled in SBA's Administrative Record.

E. MicroTech submitted an application for SBA's 8(a) Business Development ("8(a) BD") program in April 2005. SBA's 8(a) BD program provides companies meeting the qualifications for program participation additional opportunities to obtain Government contracts. The program provides these opportunities in order to assist in the overall business development of 8(a) BD participant firms. 8(a) BD participants are eligible for both set-aside and sole source contracts (collectively, "8(a) BD contracts"). 13 C.F.R. § 124.501(b). 8(a) BD participants, with exceptions not relevant to this matter, must be managed on a full-time basis by one or more disadvantaged individuals. 13 C.F.R. § 124.106(a)(1). SBA may deny admission to the 8(a) BD program if SBA learns that an applicant submitted false information during the application process, notwithstanding whether that information was material. 13 C.F.R. § 124.108(a)(5). Further, an applicant must be eligible at the time SBA issues its decision, and applicants have an affirmative duty to inform SBA of any changed circumstances that could affect its eligibility prior to SBA issuing its decision. 13 C.F.R. § 124.204(d) and (e).

F. SBA relies on the submission of applicants to determine eligibility for the program. Submission of false or misleading information impairs SBA's ability to accurately and reasonably determine a firm's eligibility. A firm's submission may be considered false or misleading if documents and information that should be provided, or are requested, are not provided for SBA's review.

G. During the 8(a) application process in 2005, SBA requested that MicroTech provide explanations of its relationship with two firms, MicroLink, LLC, and GovWare, LLC. MicroTech's consultant provided responses to SBA's request. SBA and MicroTech now agree that the consultant's statements were not accurate. SBA believes that the failure of MicroTech's consultant to provide SBA with an accurate description of these relationships prevented the SBA from fully evaluating MicroTech's eligibility for the 8(a) BD program.

H. During the 8(a) application process in 2005, SBA also requested specific documents related to the relationship between MicroTech, its owner and CEO, Mr. Jimenez, and GovWare, LLC. Specifically, SBA requested a copy of GovWare, LLC's Operating Agreement. In response to SBA's request, a copy of the Operating Agreement was provided to SBA. However, the members of GovWare, LLC, including Mr. Jimenez, and MicroTech's two minority owners, entered into a subsequent Shareholder Agreement. The Shareholder Agreement modified the terms of the Operating Agreement that was provided to SBA. The Shareholder Agreement was executed by the parties prior to MicroTech's acceptance into the 8(a) BD program. MicroTech agrees that SBA's regulations require that the Shareholder Agreement be provided to SBA as part of the application process, and was responsive to SBA's previous request for GovWare, LLC's Operating Agreement. The Shareholder Agreement was not provided to SBA prior to MicroTech's acceptance into the 8(a) BD program. This prevented SBA from properly evaluating MicroTech's eligibility for the 8(a) BD program, and deprived SBA of the ability to provide meaningful oversight of the 8(a) BD program in order to ensure only qualified firms and individuals received the benefits of the program.

I. MicroTech states that at no time during MicroTech's participation in SBA's 8(a) BD program did Mr. David Truitt or Mr. Timothy Wharton have any role in the management of MicroTech's day-to-day business. MicroTech further affirms that although the Company's original and disclosed Operating Agreement named Mr. Truitt and Mr. Wharton as "Managers," and a later amendment named them as "Executive Vice Presidents," these two individuals were never assigned any duties by MicroTech during the term of MicroTech's participation in the 8(a) BD program.

J. In the Notice, SBA also alleged that MicroTech may not have been a small business for certain government contracts due to a possible affiliation with MicroLink, LLC and its owners and officers. MicroTech affirmatively states that it did not have any significant connection with MicroLink, LLC that would rise to affiliation under SBA's regulations, during its participation in the 8(a) BD program. In addition, MicroTech affirms that it has no knowledge of the specific revenues of MicroLink, LLC, and thus cannot opine as the size of MicroLink, LLC, under any revenue based size standard during the time period that MicroTech was in the 8(a) BD program. MicroTech further states that it was small under the appropriate NAICs code for every contract that it has been awarded in which it certified it was a small business.

K. MicroTech has expressed interest in taking the actions necessary to demonstrate that MicroTech may be trusted to deal fairly and honestly with the Government, and asserted that continuing the proposed debarment of MicroTech (or debarring MicroTech) is not necessary if the terms and conditions set forth herein are duly and forthrightly implemented.

L. MicroTech irrevocably waives and relinquishes any defense or objection to its Notice and shall not now or at any time hereafter contest or object to said Notice or its imposition by SBA. However, SBA has determined that, based upon information currently known to SBA, MicroTech's prospective cooperation and transparency reflected in the terms and conditions of this Agreement, if fully and timely implemented and performed by MicroTech, provide adequate assurance that MicroTech's future dealings with the Government, if any, will be conducted responsibly during the term hereof and that continuing the proposed debarment of MicroTech is not necessary at this time to protect the Government's interests. MicroTech agrees to, accepts, and shall not challenge this Agreement and the duties, responsibilities, commitments and other terms and conditions undertaken by it and otherwise reflected herein.

III. TERMS AND CONDITIONS

1. **TERM.** The term of this Agreement shall be three (3) years from the date of the execution of this Agreement by the SBA.

2. **EMPLOYEES.** The terms "employee" or "employees" as used in this Agreement include MicroTech's officers and members, permanent, temporary, and contract employees, full-time and part-time employees, and consultants.

3. **INVESTIGATIONS.** Nothing in this Agreement shall in any way affect, limit or waive, SBA's, SBA's OIG, or any other Government Agency's or instrumentality's ongoing right and discretion to investigate any matter or to review any evidence relating to MicroTech's business, conduct, or operations, and to take any enforcement, regulatory or other legal action any of the foregoing deem appropriate based upon such investigation or review.

4. **RETENTION OF DOCUMENTS AND MATERIAL.** During the term of this Agreement, MicroTech agrees to retain all documents and data currently within its possession. In addition MicroTech affirms that no documents or data has been destroyed or deleted since the date it received the Notice.

5. **ETHICS AND COMPLIANCE PROGRAM.** MicroTech agrees to improve, implement and maintain a business ethics program ("Program"), which includes its Code of Conduct ("Code"), by June 20, 2014. The Program shall be maintained so as to ensure that MicroTech and each of its employees maintains the business honesty and integrity required of a Government contractor in strict compliance with all applicable laws, regulations and the terms of any contract, subcontract, order or agreement.

- a. Subsequent to the execution of this Agreement, but prior to February 20, 2014, MicroTech shall engage an independent party that is acceptable to the SBA to perform a review of MicroTech's Program. The independent party may be a certified public accountant, an ethics consultant, or other professional approved by the SBA. MicroTech shall require the independent party to prepare a report for MicroTech evaluating MicroTech's Program and recommending any appropriate changes. MicroTech shall provide the report and MicroTech's action plan for implementing any recommended changes in the report to SBA. This process shall be completed promptly. Within 60 days of having retained an independent party, MicroTech will have the independent third party review the

status of Program implementation, including the implementation of recommended changes per the action plan. The independent third party will thereafter provide a report to SBA of the results of that implementation and overall status of the Program. MicroTech shall be responsible for and shall promptly and fully pay all costs, fees, retainers, or other reimbursements and compensation customarily charged by and payable to such independent third party.

- b. MicroTech will appoint Paul Price, currently the Company's Chief Administrative Officer, the Ethics and Compliance Officer upon the Effective Date of this Agreement. Mr. Price will report to a Senior Management Committee and will be responsible for managing all aspects of MicroTech's Program. MicroTech will establish the Senior Management Committee ("Committee") within 90 days and notify SBA of the names and positions of each of the individuals serving on the Committee.
- c. MicroTech will establish an Employee Performance, Award and Recognition System that incorporates adherence to the Code in employee evaluations.
- d. Within 90 days of starting employment with MicroTech, new employees shall attend a training program administered by the Ethics and Compliance Officer, during which the terms and conditions of the Code will be reviewed, and thereafter each new employee shall be required to read the Code and sign the register stating that he or she has read and understood the Code.
- e. All written materials and training related to the Program will be provided in English and in any other language necessary to ensure that each employee understands all elements of any written and oral presentation.
- f. MicroTech will post in prominent places at MicroTech facilities a notice giving the telephone numbers of MicroTech's Ethics and Compliance Officer and the hotline number, and inviting confidential calls to report suspected instances of improper conduct to the Ethics and Compliance Officer and/or the Company hotline. All calls and information received by the Ethics and Compliance Officer shall be reported promptly to SBA.
- g. Each employee of MicroTech will be subject to an annual certification requirement beginning on June 20, 2014 to attest that he or she (a) has attended a training session concerning the content and application of the Company's Program; (b) understands that strict adherence to the law, the Code, and the principles of the Program is a condition of employment; (c) understands that MicroTech will take disciplinary action, including discharge, for any violation of law, the Code, the principles of the Program, or basic tenets of business honesty and integrity, or failure to take reasonable steps to prevent or detect improper conduct; and (d) that adherence to the Code will be part of all employee evaluations. The certificates shall be maintained and available for SBA's review and inspection during the term of this Agreement.

- h. During the term of this Agreement MicroTech shall notify the SBA in writing of any proposed changes in the directives, instructions, or procedures implemented in furtherance of MicroTech's Program and compliance with this Agreement. The SBA, or its authorized representative, retains the right to verify, approve, or disapprove any such changes. No such changes shall be implemented without the prior approval of the SBA.

6. **EXCLUSION OF MR. JIMENEZ FROM MICROTECH'S DAY-TO-DAY MANAGEMENT.** MicroTech agrees that Anthony Jimenez will be excluded from participating in the day-to-day management of MicroTech, LLC for a period of 30 calendar days. Mr. Jimenez's 30-day exclusion will begin 2 business days after this Agreement becomes effective. Mr. Jimenez is permitted within this 2-day period to describe the terms of this Agreement to Company employees and customers. During the 30-day exclusion period, Mr. Jimenez will not be involved in the day-to-day operations or management of the Company regarding its customers or employees. Upon the relinquishment of Mr. Jimenez's CEO responsibilities, MicroTech will install Paul Price, the Company's Chief Administrative Officer, as interim CEO. Mr. Price is a qualified Service-Disabled Veteran, who retired from the United States Air Force as a Colonel. Notwithstanding the exclusionary 30-day period, Mr. Jimenez is specifically authorized during this time to meet with banking or other financial institutions and perform other authorized actions. MicroTech will certify at the end of 30 days that Mr. Jimenez was not involved in the day-to-day operations or management of the Company. The SBA retains the right to impose additional conditions on Mr. Jimenez in the ongoing proceeding it has with him.

7. **ANNUAL ASSESSMENT.** Once each calendar year during the term of this Agreement, MicroTech shall have an independent third party perform an updated assessment of MicroTech's Program for compliance with this Agreement, the Code, and the special requirements of Government contracting, including monitoring and auditing to detect conduct that violates Federal laws or regulations and providing a periodic evaluation of the effectiveness of the Program, with appropriate steps to design, implement or modify the Program as necessary. The results of these assessments (which will be done independently of its Ethics and Compliance Officer) shall be furnished to SBA within 30 days of January 1, 2015, January 1, 2016, and January 1, 2017 respectively during the term of this Agreement.

8. **LIMITATION ON 8(a) TASK OR DELIVERY ORDER AWARDS.** MicroTech agrees that during the term of this Agreement, the Company will not bid on, compete for, or solicit proposals for any task or delivery order awards under its existing 8(a) BD contracts. For purposes of this Agreement, 8(a) BD contracts and task order awards are those covered under 13 C.F.R. Part 124. Notwithstanding the foregoing, MicroTech may accept 8(a) BD task order awards when an agency exercises an option under the Company's 8(a) BD contracts. MicroTech agrees to notify SBA within seven (7) days of the option's exercise. Further, MicroTech agrees to withdraw offers on any pending competitive 8(a) BD contracts or task orders.

9. **PARTICIPATION IN SBA'S 8(A) MENTOR /PROTÉGÉ PROGRAM AND OTHER SBA MENTOR/PROTÉGÉ PROGRAMS.** For the period of this Agreement, MicroTech shall not participate in the SBA's 8(a) Mentor/Protégé Program as a Mentor under

the provisions of 13 C.F.R. § 124.520 or as a Mentor in any other SBA Mentor/Protégé Program. (See National Defense Authorization Act FY 2013 Section 1641).

10. **LIMITATION ON PARTICIPATING AS A SUBCONTRACTOR OR JOINT VENTURE PARTNER ON ANY NEW 8(A) CONTRACT**. MicroTech will not act as a subcontractor (at any tier) or joint venture partner on any new 8(a) contract awarded to another program participant during the term of this agreement.

11. **ACCESS TO RECORDS**. In addition to any other right SBA may have by statute, regulation, or contract, SBA or its duly authorized representative may examine MicroTech's books, records, and other Company documents and supporting materials for the purpose of verifying and evaluating: (a) MicroTech's compliance with the terms of this Agreement; (b) MicroTech's business conduct in its dealings with all of its customers, including the Government; (c) MicroTech's compliance with Federal laws, regulations, and procurement policies and with accepted business practices; and (d) MicroTech's compliance with the requirements of Government contracts, subcontracts, agreements or orders. The materials described above shall be made available by MicroTech at all reasonable times and in a reasonable manner for inspection, audit, or reproduction/photocopy and will treat such information as confidential in accordance with 18 U.S.C. sec. 1905 and applicable laws and regulations. Failure to provide SBA with access within five business days of an SBA request shall be deemed a breach of this Agreement. Further, for purposes of this provision, SBA or its authorized representative may interview any MicroTech employee at the employee's place of business during normal business hours or at such other place and time as may be mutually agreed between the employee and SBA. Employees will be interviewed without a representative of MicroTech being present. The employee may be represented personally by his own counsel if requested by the employee.

12. **COOPERATION**. MicroTech shall cooperate, to the extent requested by the SBA, in any SBA inquiry, investigation, or prosecution relating to its practices and conduct while performing a Government contract or subcontract. Such cooperation shall include, but not be limited to, taking all reasonable steps to make available for interviews any current and/or former MicroTech officers, employees or consultants (including current and/or former officers, employees and consultants of MicroTech subsidiaries), to encourage interviewees to participate fully in those interviews, and to provide documents. In addition, MicroTech agrees to make its current and/or former executives, employees, and consultants (as appropriate) available to testify on behalf of the SBA in any court or administrative proceeding arising out of the investigation(s) described above. With respect to MicroTech's efforts regarding former officers and employees and its consultants (current or former), it is understood that these individuals may be represented personally by counsel and that MicroTech does not have the ability to require particular behavior by its former officers, employees or any consultants.

13. **REPORTS OF MISCONDUCT**. In addition to any disclosure to the agency Office of the Inspector General and the contracting officer required by FAR 3.1003(a)(2) and, as applicable, the contract clause set out in FAR 52.203-13, MicroTech shall report to SBA, within 15 days of discovery by senior management, any suspected breach of this Agreement or any misconduct that senior management has reasonable grounds to believe may constitute a violation of criminal or civil law identified at FAR 3.1003(a)(2). MicroTech will investigate all reports of

such misconduct and notify the SBA of the outcome of such investigation, impact on MicroTech, and any corrective actions. MicroTech will keep the SBA apprised of the status of all investigations until each matter is resolved.

14. **EMPLOYMENT OF SUSPENDED OR DEBARRED INDIVIDUALS.**

MicroTech shall not knowingly employ, with or without pay, an individual who is listed by a Federal Agency as debarred, suspended, or otherwise ineligible for Federal programs. MicroTech shall make reasonable inquiry into the status of any potential employee or consultant. Such reasonable inquiry shall include, at a minimum, review of the General Services Administration's System of Award Management (SAM.gov) which contains the record of all parties excluded from Federal Procurement and Non-procurement Programs. This Agreement does not require MicroTech to terminate the employment of individuals who are indicted or become suspended or are proposed for debarment during their employment with MicroTech. MicroTech, however, will remove such employees from responsibility for or involvement with MicroTech's business affairs until the resolution of such suspension or proposed debarment. In addition, if any employee of MicroTech is charged with a criminal offense relating to federal government contracts or otherwise relating to honesty and integrity, MicroTech will remove that employee immediately from responsibility for or involvement with MicroTech's business affairs. MicroTech shall notify SBA of each such personnel action taken, and the reasons therefore, within fifteen (15) days of the action.

15. **BUSINESS RELATIONS WITH SUSPENDED OR DEBARRED ENTITIES.**

Aside from MicroTech's corporate relationships that have been disclosed to SBA, MicroTech shall not knowingly form a contract with, purchase from, or enter into any business relationship with any individual or business entity that is listed by a Federal Agency as debarred, suspended, or proposed for debarment. MicroTech shall make reasonable inquiry into the status of any potential business partner, to include, at a minimum, review of the General Services Administration's System of Award Management (SAM.gov) which contains the record of all parties excluded from Federal Procurement and Non-procurement Programs. Notwithstanding any other provision of this Agreement, MicroTech may enter into a business relationship with a suspended or debarred contractor, if the CEO first determines in writing that a compelling reason justifies the action and furnishes to SBA and the Monitor a copy of the determination not less than ten (10) days prior to MicroTech entering into such a business relationship. MicroTech shall not enter into a business relationship, or continue an existing business relationship, with a suspended or debarred entity if SBA objects after receiving such notice and reviewing the matter. In addition to the provisions of this Agreement, MicroTech shall comply with the requirements of FAR 9.405-2(b) and provide to SBA a copy of the documents submitted to the contracting officer pursuant thereto.

16. **UNALLOWABLE COSTS.** MicroTech agrees that all costs as defined in FAR 31.205-47, incurred by, for, or on behalf of MicroTech or any MicroTech current or former officer, director, agent, employee, consultant, or affiliate shall be considered to be expressly unallowable costs, in accordance with the requirements of FAR 31.201-6 for Government contract accounting purposes. Unallowable costs include, but are not limited to, costs arising from, related to, or in connection with SBA's independent review of this matter and MicroTech's present responsibility. MicroTech costs of performing and administering the terms of this Agreement are agreed to be expressly unallowable costs. Notwithstanding the foregoing,

MicroTech's past, present and future costs of, maintaining and operating MicroTech's corporate self-governance, compliance, and ethics programs are allowable costs for purposes of this Agreement. The cost of the independent third party, and any costs associated with assessments, reviews, improvements and implementation of MicroTech's self-governance, compliance, and ethics programs as a result of such independent third-party review, and any recommendations made by the independent third party are agreed to be expressly unallowable costs.

17. **VOLUNTARY RELINQUISHMENT OF DUTIES.** MicroTech agrees that the relinquishment of the duties and responsibilities of any employee referenced herein was a voluntary action of the employee. MicroTech shall indemnify and hold the United States and all its agents and employees harmless, in their official and individual capacities, from any and all claims, demands, liabilities and damages which any employee or individual may have or may develop in the future arising from, related to, or in connection with, any employment action referenced herein.

18. **PRESENT RESPONSIBILITY.** MicroTech's compliance with the terms and conditions of this Agreement shall constitute an element of MicroTech's present responsibility for Government contracting. MicroTech's breach of or failure to meet any of its obligations pursuant to the terms and conditions of this Agreement constitutes a separate cause for suspension and/or debarment of MicroTech. Notwithstanding the foregoing, and contingent and conditioned upon the continuing, demonstrated truthfulness of MicroTech's representations and offers made herein, its ongoing, full, timely and complete compliance with this Agreement and all its obligations hereunder, and its ongoing demonstration of present responsibility to engage hereafter in all government contracting activities in accordance with applicable law, SBA agrees that during the term hereof, it shall not re-impose a suspension or debarment upon MicroTech based solely upon the existing evidence set forth in the Administrative Record alone, without additional evidence and basis upon which to take such action (including for example any subsequent breach of this Agreement or violation of law), and considering the entire totality of the circumstances. By entering into this Agreement, SBA is not determining that MicroTech is presently responsible for any specific Government contract.

19. **TERMINATION OF PROPOSED DEBARMENT.** Contingent and conditioned upon the continuing, demonstrated truthfulness of MicroTech's representations and offers made herein, its ongoing, full, timely and complete compliance with this Agreement and all its obligations hereunder, and its ongoing demonstration of present responsibility to engage hereafter in all government contracting activities in accordance with applicable law, SBA lifts and terminates, as of the date of this Agreement and subject to the terms and conditions herein, the proposed debarment imposed on MicroTech, and shall promptly cause MicroTech's active exclusion to be removed from Sam.gov.

20. **NOTICE TO MICROTECH EMPLOYEES.** MicroTech will notify all MicroTech employees of the fact and substance of this Agreement, the nature of the conduct leading to this Agreement, and the importance of each employee's abiding by the terms of this Agreement and all requirements of law, regulations, and MicroTech policies and procedures.

21. **SALE OR TRANSFER.** If during the term hereof MicroTech (or a successor thereto) sells or in any way transfers the MicroTech business or operations in an asset sale or

other asset transaction, or by agreement or otherwise novates, conveys or transfers control over all or part of its business or operations (including the performance of its contract rights and obligations) to another entity or person, including a wholly owned subsidiary, parent or other affiliate of MicroTech (or of any successor thereto), MicroTech (or such successor) shall notify the SBA in advance and the successor to or transferee of such assets, contract rights and obligations, business or operations shall be bound by the terms and conditions of this Agreement in respect of said MicroTech assets, contract rights, business or operations for the duration of the term hereof. If during the term hereof, MicroTech (or a successor thereto) is a party to a merger or consolidation, the successor entity to such merger or consolidation, including MicroTech, shall remain subject to the terms and conditions of this Agreement in respect of all MicroTech assets, contracts, business or operations for the duration of the term hereof. No transfer of control or purchase or sale of MicroTech's shares or debt, either in the public market or otherwise, and no issuance or repurchase of MicroTech shares or debt, either by MicroTech or any successor thereto, shall operate to terminate or vitiate the effectiveness of this Agreement, the terms, conditions and obligations of which shall continue to bind MicroTech and its successors and assigns with respect to the company, its interests, assets, contracts, business and operations.

22. **NEW BUSINESS UNITS.** In the event that MicroTech purchases or establishes new business units after the Effective Date of this Agreement, all provisions of this Agreement shall forthwith govern and apply to any such new business unit(s); provided that MicroTech shall have sixty (60) days within which to provide to the employees of such new unit all training and education required herein.

23. **WAIVER.** MicroTech hereby waives all claims, demands, or requests for monies from the Government, or any kind of relief against the Government as a result of these proceedings.

24. **RELEASE.** MicroTech hereby releases the United States, its instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims or claims arising of or related to these proceedings, the Notice of Proposed Debarment, or the discussion and exchanges leading to the Agreement.

25. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together, shall constitute one and the same agreement.

26. **SBA RELIANCE.** MicroTech represents that all written materials and other information supplied to SBA by its authorized representative during the course of discussions with SBA preceding this Agreement are true and accurate, to the best information and belief of the MicroTech signatories to this Agreement. MicroTech understands that this Agreement is executed on behalf of SBA in reliance upon the truth, accuracy, and completeness of all such representations.

27. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. This Agreement shall be binding upon and inure to

the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

28. **RESTRICTIONS ON USE.** MicroTech shall not use any term of this Agreement or the fact of the existence of this Agreement for any purpose related to the defense or litigation of, or in mitigation of any criminal, civil, or other administrative investigation or proceeding.

29. **BANKRUPTCY.** Bankruptcy proceedings shall not affect the enforcement of this Agreement in the interests of the Government.

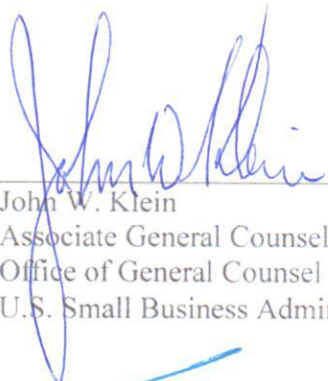
30. **AUTHORIZED REPRESENTATIVE.** MicroTech represents and agrees that the person signing on its behalf below is authorized to execute this Agreement and has the authority to bind MicroTech to all terms and conditions herein.

31. **SEVERABILITY.** The terms of this Agreement in no way restrict SBA's ability, powers, rights and discretion to exercise any of its regulatory, enforcement or oversight functions with respect to any government contract or procurement matter whatsoever, including without limitation any such matter relating to MicroTech and its subsidiaries. This includes any authority available to SBA pursuant to statute and regulations, and it includes but is not limited to the ability of SBA to file a size protest pursuant to 13 C.F.R. Part 121. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions of this Agreement.

32. **TIME.** Time is of the essence of this Agreement and with respect to the performance of, compliance with, and receipt of the benefit of, all rights, duties and obligations hereunder. If, pursuant to any request by MicroTech, in any particular circumstance, SBA provides MicroTech additional time to comply with any specific deadline hereunder, such decision by SBA shall not act as a waiver or modification of this provision; nor shall it diminish or limit the application of this provision or of any deadline herein or SBA's right to timely performance, in any other circumstance or situation during the term hereof. References to "days" in this agreement shall mean business days, unless otherwise stated herein.

DATED:

BY:



John W. Klein
Associate General Counsel for Procurement Law
Office of General Counsel
U.S. Small Business Administration

DATED:

BY:



Aaron Drabkin
General Counsel
Microtechnologies, LLC d/b/a MicroTech