

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
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2. AMENDMENT/MODIFICATION NO. P00005	3. EFF. DATE 04/01/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY Department of Homeland Security Customs & Border Protection 1300 Pennsylvania Ave NW NP 1310 Washington	CODE 7014 DC 20229	7. ADMINISTERED BY (If other than Item 6) Dept of Homeland Security Customs & Border Protection Office of Procurement - NP 1310 1300 Pennsylvania Ave. NW Washington	CODE DC 20229
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) VARIAN MEDICAL SYSTEMS INC.  425 BARCLAY BLVD  LINCOLNSHIRE IL 60069-3624  CODE 005412847 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X HSBP1005D00985 /
	10B. DATED (SEE ITEM 13) 09/09/2005

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 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.1204
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to transfer the ownership of the subject contract performance with an effective date of April 1, 2009 from Bio Imaging Research, Inc. to Varian Medical Systems, Inc. as a result of a Novation Agreement executed by the Contracting Officer.

A copy of the executed Novation Agreement including a list of affected contract and task orders is hereby incorporated as part of this modification.

All pertinent changes are listed on the next page.

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) (b) (6) - General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda M. Krouch (b) (6)
15B. (b) (6) (Signature of person authorized to sign)	16C. DATE SIGNED 9/10/09
15C. DATE SIGNED 9/10/09	16B. DATE SIGNED (b) (6)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation</b>			1. CONTRACT ID CODE	
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14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

FROM:

Bio Imaging Research, Inc.  
 425 Barclay Blvd.  
 Lincolnshire, IL 60069  
 DUNS: 048278246  
 TIN: (b)(3); (b)(4)  
 CAGE: 7Y797

Remittance Address:  
 425 Barclay Blvd.  
 Lincolnshire, IL 60069

TO:

Varian Medical Systems, Inc.  
 425 Barclay Blvd.  
 Lincolnshire, IL 60069  
 DUNS: 005412847  
 TIN: (b)(3); (b)(4)  
 CAGE: 59U20

Remittance Address:  
 425 Barclay Blvd.  
 Lincolnshire, IL 60069

All other terms and conditions of this contract remain unchanged.

**DEPARTMENT OF HOMELAND SECURITY**  
NOVATION AGREEMENT

Bio Imaging Research Inc., (Transferor), a corporation duly organized and existing under the laws of Illinois with its principal office in Lincolnshire, Illinois; Varian Medical Systems, Inc. (Transferee), a corporation duly organized and existing under the laws of Delaware with its principal office in Palo Alto, California; and the United States of America (Government) enter into this Agreement as of April 1, 2009.

(a) The parties agree to the following facts:

(1) The Government, represented by its Contracting Officer of the Dept of Homeland Security, Customs & Border Protection, has entered into certain contracts with the Transferor, namely: Contract No. HSBP1005D00985. The term "the contracts," as used in this Agreement, means the above contract and all requisitions and purchase orders related thereto including all modifications and all other contracts, requisitions, and 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 contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of May 23, 2007, the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of a merger between the Transferor and a wholly-owned subsidiary of the Transferee with the Transferor surviving as a wholly-owned subsidiary of the Transferee.

(3) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(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 contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, 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 contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts 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 contracts, 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 contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. 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 contracts, 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 contracts.

(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 these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts 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.

United States of America

By **(b)(4); (b)(6)** \_\_\_\_\_  
Title Contracting Officer

Bigelow Aerospace, Inc.

By **(b)(4); (b)(6)** \_\_\_\_\_  
Title President

[Corporate Seal]

Verano Medical Systems, Inc.

By **(b)(4); (b)(6)** \_\_\_\_\_  
Title President

[Corporate Seal]

CERTIFICATE

I, (b)(4); (b)(6), certify that I am the Secretary of Bio-Imaging Research, Inc., that (b)(4); (b)(6), who signed this Agreement for this corporation, was then President 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

(b)(4); (b)(6)  
By \_\_\_\_\_  
[Corporate Seal]

CERTIFICATE

I, (b)(4); (b)(6), certify that I am the Secretary of Varian Medical Systems, Inc., that (b)(4); (b)(6), who signed this Agreement for this corporation, was then President 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

(b)(4); (b)(6)  
By \_\_\_\_\_  
[Corporate Seal]