



Purchasing Department
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MODIFICATION 1
ASSIGNMENT AND NOVATION AGREEMENT

DATE: November 1, 2025

CONTRACT TITLE: University Wide Printing Services

CONTRACT NO: GMU-JR0815-23-11

TRANSFEROR CONTRACTOR: HBP Marketing, LLC (“HBP”)

TRANSFeree CONTRACTOR: Knepper Press Corporation (“Knepper Press”)

CURRENT PERIOD OF PERFORMANCE: 11/01/2024 – 10/31/2026

RENEWALS: 11/1/2026-10/31/2027
11/1/2027-10/31/2028

CONTRACT FINAL EXPIRATION: 10/31/2028

CONTRACT ADMINISTRATOR: Sara Siddall, Strategic Sourcing Manager, Purchasing

NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT (“Novation Agreement”) is made effective the 1st day of November, 2025 (the “Effective Date”), by and among HBP Marketing, LLC (“HBP” or “Assignor”), Knepper Press Corporation (“Knepper Press” or “Assignee”) and George Mason University (“Client”) (collectively, the “Parties”).

WHEREAS, Assignor and Client entered into that certain agreement titled Standard Contract *GMU-JR0815-23-11* (the “**Original Agreement**”), to provide University Wide Printing Services to Client on an as-needed basis through subsequent Statements of Work; and

WHEREAS, Assignor now desires its affiliate Assignee to replace Assignor as a party to the Original Agreement with Client, so that the benefit and burden of the Original Agreement shall be vested in Assignee in place of Assignor as of the Effective Date herein; and

WHEREAS, Client wishes to consent to this Novation Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Client entered into the Original Agreement with Assignor effective 11/1/2023. As referred to herein, the Original Agreement includes any purchase orders, Statements of Work, and modifications made between Client and the Assignor before the Effective Date of this Novation Agreement
2. Assignor hereby transfers, conveys, and assigns to Assignee all of Assignor’s rights, titles, interests, duties, obligations, and liabilities in and arising from the Original Agreement as of the Effective Date.

3. Assignee hereby agrees to be bound by and to perform the Original Agreement in accordance with the terms and conditions contained within the Original Agreement and hereby assumes, as of the Effective Date, all obligations, duties, and liabilities of Assignor under the Original Agreement as if Assignee were the original party to the Original Agreement.
4. Client hereby consents to the assignment and assumption set forth in Paragraphs 1, 2, and 3 above and acknowledges that this Novation Agreement substitutes the Assignee for Assignor as a party to the Original Agreement as of the Effective Date. As of the Effective Date, all references in the Original Agreement to Assignor shall be references only to Assignee.
5. The Assignee agrees that it is in a position to fully perform all obligations that may exist under the Original Agreement.
6. As of and from the Effective Date, Client fully and forever releases, relieves, and discharges Assignor from all of its duties, obligations and liabilities arising out of or accruing under the Original Agreement; PROVIDED, however, that nothing contained herein shall be construed as a release of Assignor from any obligations or liabilities under the Original Agreement which accrued prior to the Effective Date.
7. As of the Effective Date and thereafter, the address of Assignee for notices under the Original Agreement and this Novation Agreement shall be:

Knepper Press Corporation
2251 Sweeney Dr.
Clinton, PA 15026


8. All payments and reimbursements previously made by Client to the Assignor under the Original Agreement, and all other previous actions taken by Client under the Original Agreement, shall be considered to have discharged those parts of Client's obligations under the Original Agreement and shall have the same force and effect as if made to the Assignee, and shall constitute a complete discharge of Client's obligations under the Original Agreement to the extent of the amounts paid or reimbursed. All payments and reimbursements made by Client under the Original Agreement after the Effective Date of this Novation Agreement in the name of or to the Assignor shall have the same force and effect as if made to the Assignee, and shall constitute a complete discharge of Client's obligations under the Original Agreement, to the extent of the amounts paid or reimbursed.
9. Assignor and Assignee represent and warrant that they have made or shall make arrangements to ensure that any orders, payments, or other communications from the Client addressed or sent to Assignor in regard to the Original Agreement that occur within thirty (30) days after the Effective Date are promptly forwarded to Assignee. Assignor hereby indemnifies Client from any damages, losses, or costs incurred by Client solely arising from Assignor's failure to promptly forward such orders, payments, or other communications to Assignee that were received by Assignor from Client in the thirty (30) day time period as provided in this Paragraph.
10. This NOVATION AGREEMENT shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to conflict of laws principles. Assignee agrees that all disputes arising under this NOVATION AGREEMENT shall be brought before a court of competent jurisdiction located in the Commonwealth of Virginia. Client does not waive its right to a trial by jury.
11. This NOVATION AGREEMENT supersedes all prior understandings or communications between the Parties with the respect to the subject matter contained herein. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the Parties.

12. The Original Agreement shall remain in full force and effect, except as modified by this NOVATION AGREEMENT. The Parties hereto shall, from time to time and at all times hereafter, without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required to give full effect to the provisions hereof.
13. Nothing in this Novation Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of George Mason University.

The undersigned representatives of each party represent and warrant that they are each duly authorized to sign this Novation Agreement on behalf of their principals identified below, and do hereby sign on behalf of the same.

AGREED BY:

George Mason University (CLIENT)


Signature:  E1DA89EA373640A...

Name: Cliff Shore

Title: Chief Procurement Officer

Date: 11/13/2025

HBP Marketing, LLC (ASSIGNOR)


Signature:  _____

Name: Eran Salu

Title: Chief Executive Officer

Date: November 5, 2025

Knepper Press Corporation (ASSIGNEE)

Signature:  _____

Name: Piero Rossi

Title: Chief Transformation Officer

Date: November 5, 2025