

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J - FFP	PAGE OF PAGES 1 of 2
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 07 JAN 2020	4. REQUISITION/PURCHASE REQ.NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY AFLCMC/HIK	CODE FA8771	7. ADMINISTERED BY (If other than Item 6)		CODE FA8732
DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 490 EAST MOORE DR., SUITE 130 MAFB - GUNTER ANNEX AL 36114-3000 BRADLEY J. KASSHA 334-416-7165 BRADLEY.KASSHA.2@US.AF.MIL		DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 490 EAST MOORE DRIVE SUITE 270 MAFB-GUNTER ANNEX AL 36114-3000		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES INC. 520 GAITHER RD ROCKVILLE MD 20850-6198 (301) 738-5985		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA8732-15-D-0033	
			10B. DATED (SEE ITEM 13) 15 MAY 2015	
CODE 99789	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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 42.12 Novation and Change-of-Name Agreements			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to FAR 42.12, Novation and Change-of-Name Agreements, a Novation Agreement is recognized between BAE Systems Information Solutions Inc. and BAE Systems Technology Solutions and Services Inc. See Schedule of Changes on page 2 and attached Novation Agreement.				
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 SIGNER (Type or print)		
		TIMOTHY H. DOWLING Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
		//signed//	07 JAN 2020	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		

The purpose of this modification is to recognize the executed Novation Agreement (attachment 1) recognizing BAE Systems Technology Solutions and Services Inc. as the successor in interest to BAE Systems Information Solutions Inc. As a result, BAE Systems Technology Solutions and Services Inc. became entitled to all rights and titles of interest of BAE Systems Information Solutions Inc. for the Indefinite Delivery Indefinite Quantity (IDIQ) contract FA8732-15-D-0033. The contractor information for this contract is changed as follows:

FROM:

BAE SYSTEMS INFORMATION SOLUTIONS INC.
8201 GREENSBORO DR, STE 1200
MCLEAN, VA 22102-3846
Cage Code: 4V587

TO:

BAE SYSTEMS TECHNOLOGY SOLUTIONS AND SERVICES INC.
520 GAITHER ROAD
ROCKVILLE, MD 20850-6189
Cage Code: 99789

Attach 1: NOVATION AGREEMENT

Except as provided by this contract modification, all terms and conditions of this contract remain unchanged and in full force and effect.

NOVATION AGREEMENT

BAE SYSTEMS INFORMATION SOLUTIONS INC.

TO

BAE SYSTEMS TECHNOLOGY SOLUTIONS AND SERVICES INC.

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NOVATION AGREEMENT

BAE SYSTEMS INFORMATION SOLUTIONS INC.
TO
BAE SYSTEMS TECHNOLOGY SOLUTIONS AND SERVICES INC.

BAE Systems Information Solutions Inc. ("Transferor") a corporation duly organized and existing under the laws of the Commonwealth of Virginia with its principle office at 8201 Greensboro Drive, Suite 1200, McLean, VA 22102; **BAE Systems Technology Solutions and Services Inc.** ("Transferee"), a corporation duly organized and existing under the laws of Delaware with its principal office in 520 Gaither Rd., Rockville, MD 20850; and the **United States of America** (the "Government") enter into this Novation Agreement (this "Agreement"), as of December 31, 2016.

THE PARTIES AGREE TO THE FOLLOWING FACTS:

- A. The Government, represented by various contracting officers of the Government, has entered into certain contracts with the Transferor, a list of which is set forth on Exhibit A-1. The term "the contracts" as used in the Agreement, means the above contracts and purchase orders (including task and/or delivery orders) and all other contracts 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.
- B. As of December 31, 2016, the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of a merger between the Transferor and Transferee.
- C. The Transferee has acquired all of the assets of the Transferor by virtue of the above transfer.
- D. The Transferee has assumed all obligation and liabilities of the Transferor under the contracts by virtue of the above transfer.
- E. The Transferee is in a position to fully perform all obligations that may exist under the contracts.
- F. It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.
- G. Evidence of the above transfer has been filed with the Government.

IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT AND EFFECTIVE AS OF THE CLOSING OF THE TRANSFER 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.
- ACJ
ACJ
ACJ | 4. The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by the 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 the 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 obligation 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 obligation under the contracts, to the extent of the amounts paid or reimbursed.
7. The Transferor and 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 guarantee payment of all liabilities and the performance of all obligations that the Transferee:
 - (i) Assumes under the 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.

BAE SYSTEMS INFORMATION SOLUTIONS INC.

BAE SYSTEMS TECHNOLOGY SOLUTIONS &
SERVICES INC.

(“Transferor”)

(“Transferee”)

Signature: DeEtte D. Gray

Signature: DeEtte D. Gray

Name: DeEtte D. Gray

Name: DeEtte D. Gray

Title: President

Title: President

[Corporate Seal]

[Corporate Seal]

UNITED STATES OF AMERICA

(“Government”)

REICHEL.STEPHE
N.L.1254665190

Digitally signed by
REICHEL.STEPHEN.L.1254665190
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USAF,
cn=REICHEL.STEPHEN.L.1254665190
Date: 2017.11.02 10:38:33 -04'00'

By _____

Name Stephen L. Reichel

Title DCMA Divisional Administrative Contracting Officer

CERTIFICATE

I, Alfred Crews, Jr, certify that I am the Vice President & Secretary of BAE Systems Technology Solutions & Services Inc., a corporation duly organized and existing under the laws of the State of Delaware, with its principle office at 520 Gaither Rd., Rockville, MD 20850; that DeEtte D. Gray, who signed this Agreement for this corporation, was then President of this corporation and an authorized signatory; 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 20th day of December, 2016.

By Alfred E. Jr.

[Corporate Seal]

CERTIFICATE

I, Alfred Crews, Jr, certify that I am the Vice President & Secretary of BAE Systems Information Solutions Inc., a corporation duly organized and existing under the laws of the Commonwealth of Virginia, with its principle office at 8201 Greensboro Drive, Suite 1200, McLean, VA 22102; that DeEtte D. Gray, who signed this Agreement for this corporation, was then President of this corporation and an authorized signatory; 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 20th day of December, 2016.

By Alfred E. Jr.

[Corporate Seal]

DCMA

Contract/Order Number	Contract Type	Contracting Officer	Address of CO	Total Value	Approximate Remaining Unpaid Balance
W15P7T-12-D-E002	IDIQ	Ahn Penna	6001 Combat Drive, Aberdeen Proving Ground, MD 21005	-	-
FA8732-15-D-0002/RX01	CPFF	Ashley M. Vandentop	26 Electronic Parkway, Rome NY 13441-4514	2,612,582	1,539,666
FA8750-12-D-0001/0037	CPFF	Ashley M. Vandentop	26 Electronic Parkway, Rome NY 13441-4514	1,015,548	548,975
FA8732-15-D-0002/RX02	COST	Catherine L. White	26 Electronic Parkway, Rome NY 13441-4514	49,597,215	43,734,593
FA8750-16-C-0012	CPFF	John P. McCarney	26 Electronic Parkway, Rome NY 13441-4514	1,194,500	764,597
FA8750-12D-0001/0036	CPFF	John P. McCarney	26 Electronic Parkway, Rome NY 13441-4514	8,731,385	2,786,533
FA8750-14-C-0294	CPFF	Karl L. Vandentop	26 Electronic Parkway, Rome NY 13441-4514	1,645,885	512,775
HM028513DN013	FFP-LOE	Taylor M. Cavanagh	National Geospatial-Intelligence Agency 7500 GEOINT Drive, Springfield, VA 22150	24,332,114	24,332,114
HM028513DN013/0004	FFP-LOE	Taylor M. Cavanagh	National Geospatial-Intelligence Agency 7500 GEOINT Drive, Springfield, VA 22150	3,206,270	338,916
HM028513DN013/0001	FFP-LOE	Taylor M. Cavanagh	National Geospatial-Intelligence Agency 7500 GEOINT Drive, Springfield, VA 22150	31,322,076	8,624,219
FA8707-12-C-0010	CPFF	Theresa Forbush	AFLCMCHNJUK Building 1614 11 Barksdale Street Hanscom AFB, MA 01731	27,756,656	7,093,685

DOD OTHER

Contract/Order Number	Contract Type	Contracting Officer	Address of CO	Total Value	Approximate Remaining Unpaid Balance
HM0285-13-D-ND01/N001	FFP-LOE	Carla Bean	National-Geospatial-Intelligence Agency ATTN: Carla Bean 3838 Vogel Road Arnold MO 63010-6238	63,571,835	7,257,593
HM0285-13-D-N001	FFP-LOE	Carla Bean	National-Geospatial-Intelligence Agency ATTN: Carla Bean 3838 Vogel Road Arnold MO 63010-6238	93,296,374	17,557,420
HM0285-13-D-N001	IDIQ	Carla Bean	National-Geospatial-Intelligence Agency ATTN: Carla Bean 3838 Vogel Road Arnold MO 63010-6238	-	-
2011-11011000005/001	FFP-LOE	Carla Bean	National-Geospatial-Intelligence Agency ATTN: Carla Bean 3838 Vogel Road Arnold MO 63010-6238	302,879,189	28,911,752
2011-11011000005/002	FFP-LOE	Carla Bean	National-Geospatial-Intelligence Agency ATTN: Carla Bean 3838 Vogel Road Arnold MO 63010-6238	42,179,822	7,177,159
W91QUZ-07-D-0003	GWAC	David Gannon	Army Contracting Command-RI, Rock Island, IL 61299-8000	-	-
HM1572-08-C-0002	CPFF	Erika Hessler	7500GEOINT Drive, Springfield VA 22150	261,340,812	-
HHM402-13-D-0002	IDIQ	Esther Woods	Virginia Contracting Authority 200 McDill Blvd. Bldg 6000 Boiling AFB, Washington DC 20340-5100	-	-
HHM402-10-D-0013/005	FFP-LOE	Esther Woods	Boiling AFB, Building 6000, Washington, DC 20340	19,974,035	8,154,557
HHM402-15-D-0011	IDIQ	Esther Woods	Boiling AFB, Building 6000, Washington, DC 20340	-	-
HHM402-15-D-0011/002	T&M	Esther Woods	Boiling AFB, Building 6000, Washington, DC 20340	62,726,842	62,578,454
HHM402-10-D-0013/0004	LH	Esther Woods	Boiling AFB, Building 6000, Washington, DC 20340	65,797,715	1,646,274
HHM402-10-D-0013/0002	FFP-LOE	Esther Woods	Boiling AFB, Building 6000, Washington, DC 20340	237,675,935	21,706,522
HHM402-10-D-0013	IDIQ	Esther Woods	Boiling AFB, Building 6000, Washington, DC 20340	-	-
HM017714C0022	FFP	James M. Ensign	National Geospatial-Intelligence Agency 7500 GEOINT Drive, Springfield, VA 22150	24,728,901	8,818,093
SAR	IDIQ	Joey Larman	National Geospatial-Intelligence Agency 7500 GEOINT Drive Springfield VA, 22150	4,670,743	-
HM0177-13-C-N013	FFP	Joey Larman	National Geospatial-Intelligence Agency 7500 GEOINT Drive Springfield VA, 22150	22,350,568	147,150
W911W4-14-D-0001/0002	FFP	Kearna Houston	CDR,HQUSAINSCOM 8825 Beulah St, Ft Belvoir , VA 22060	15,998,289	8,459,455
W911W4-14-D-0001	IDIQ	Kearna Houston	CDR,HQUSAINSCOM 8825 Beulah St, Ft Belvoir , VA	250,000,010	250,000,010
W911W4-16-C-0008	FFP-LOE	Kearna Houston	CDR,HQUSAINSCOM 8825 Beulah St, Ft Belvoir, VA 22060	31,063,977	15,540,744
HHM402-12-D-0007	IDIQ	Kim Davila	Virginia Contracting Authority 200 McDill Blvd. Bldg 6000 Boiling AFB, Bldg 6000 Washington DC 20340	-	-
HHM402-12-D-0007/0006	T&M	Neil Pryor	Boiling AFB, Bldg 6000 Washington DC 20340	111,896,996	84,354,461
HHM402-12D-0007/0004	T&M	Neil Pryor	Virginia Contracting Authority 200 McDill Blvd. Bldg 6000 Boiling AFB, Washington DC 20340-5100	51,546,613	38,996,378
FA8732-15-D-0002	IDIQ	Patrick Kennerson	501 E. Moore Drive Bldg. 884 Rm 1400 Maxwell AFB Gunter	2,500	-
HHM402-12-D-0007/0002	T&M	Preston Milikan	Boiling AFB, Bldg 6000 Washington DC 20340	27,224,194	7,828,453
HHM402-12-D-0007/0003	FFP-LOE	Preston Milikan	Boiling AFB, Bldg 6000 Washington DC 20340	26,209,606	12,210,705
W91QUZ-07-D-0003	FFP	Susan M. Hill	USACE Humphreys 7701 Telegraph Road, Alexandria VA	11,716,375	9,592,073
HC1028-08-D-2014	GWAC	Tara Horstmann	2300 East Drive, Scott AFB, IL 2225-5406	81,729,017	-
HM028513DN013/0002	FFP-LOE	Taylor M. Cavanagh	National Geospatial-Intelligence Agency 7500 GEOINT Drive, Springfield, VA 22150	11,250,706	1,923,804
FA8732-15-D-0003	IDIQ	Timothy Dowling	501 E. Moore Drive Bldg. 884 Rm 1400 Maxwell AFB Gunter Annex, AL 36114	-	-

DOD OTHER

Contract/Order Number	Contract Type	Contracting Officer	Address of CO	Total Value	Approximate Remaining Unpaid Balance
HM0476-17-F-0025	T&M	Travis Hageberg	NGA Campus East 7500 GEOINT Drive, Springfield VA 22150	7,077,003	7,077,003
2011 11011000005	IDIQ	Zenaïda Castro	National Geospatial-Intelligence Agency 7500 GEOINT Drive Springfield VA, 22150	-	-
2011 11011000005	IDIQ	Zenaïda Castro	National Geospatial-Intelligence Agency 7500 GEOINT Drive Springfield VA, 22150	-	-

FBI

Contract/Order Number	Contract Type	Contracting Officer	Address of CO	Total Value	Approximate Remaining Unpaid Balance
GS35F4666G / A1G105786 / A2G201316	COST	Andrea Walker	935 Penn Ave., NW, Washington, DC 20535-0001	4,893,337	146,212
J-FBI-11-011	T&M	Denise Fines	145 N. Street N.E., Suite 8E 300 Washington, DC 20530	42,976,114	5,492,412
J-FBI-11-011	T&M	Denise Fines	145 N. Street N.E., Suite 8E 300 Washington, DC 20530	33,847,790	3,512,915
J-FBI-11-011	T&M	Jeffrey Markovich	1000 Custer Hollow Road Clarksburg, WV 26303	24,915,806	10,158,921
J-FBI-11-011	T&M	Jeffrey Markovich	1000 Custer Hollow Road Clarksburg, WV 26303	2,492,702	393,844
J-FBI-11-011	FFP	Jeffrey W. Markovich	1000 Custer Hollow Road Clarksburg, WV 26303	3,720,236	1,820,579
J-FBI-13-041	T&M	Rajendra Soni	ERF Building 27958A, Quantico, VA 22135	-	-
DJF-15-1200-V00008427	IDIQ	Tracie Davidson	Science and Technology Contracts Unit, ERF Building 27958A Quantico VA 22135	7,526,916	3,968,904
DJF-15-1200-V00008427	CPFF	Tracie Davidson	Science and Technology Contracts Unit, ERF Building 27958A Quantico VA 22135	2,712,852	2,301,613
DJF-15-1200-V00008427	CPFF	Tracie Davidson	Science and Technology Contracts Unit, ERF Building 27958A Quantico VA 22135	2,195,713	1,216,231
DJF-15-1200-V00008427	CPFF	Tracie Davidson	Science and Technology Contracts Unit, ERF Building 27958A Quantico VA 22135	2,364,521	2,057,905
J-FBI-11-098	CPFF	Tracie Davidson	Science and Technology Contracts Unit, ERF Building 27958A Quantico VA 22135	13,827,833	1,317,507
J-FBI-11-098	CPFF	Tracie Davidson	Science and Technology Contracts Unit, ERF Building 27958A Quantico VA 22135	10,989,670	3,255,164

GSA

Contract/Order Number	Contract Type	Contracting Officer	Address of CO	Total Value	Approximate Remaining Unpaid Balance
GS-10F-0007P	MAS	Holly Jones-Rothacker	400 15th St. SW, Auburn WA 98001-6505	-	-
GS-35F-0045K	MAS	Ronnie Simpkins	1800 F St. NW, Washington DC 20405-0001	-	-
GS-35F-4668G	MAS	Ruby Oringderff	819 Taylor St. Fort Worth TX 76102-6124	-	-
GS00Q09BGD0016	GWAC	Jason Schmitt	333 W Broadway 950, San Diego CA 92101-3823	-	-

US GOV FED/CIV

Contract/Order Number	Contract Type	Contracting Officer	Address of CO	Total Value	Approximate Remaining Unpaid Balance
GS-35F-0045K / DJJ7X-ATR01-0095	T&M	Barbara A. Jones	U.S. DOJ Antitrust Division 450 5th Street N.W. Suite 3000 Washington, D.C. 20530	179,911	12,766
USCA12F0323	T&M	Bill Heyward	AOUSC, One Columbus Circle, Suite 3, NE, Wash., DC 20544	258,127	118,832
USCA10D0091	COST	Bill Heyward	AOUSC, One Columbus Circle, Suite 3, NE, Wash., DC 20544	388,568	226,990
USCA10D0091	IDIQ	Bill Heyward	AOUSC, One Columbus Circle, Suite 3, NE, Wash., DC 20544	-	-
GS-10F-0007P / HSHQDC-12-F00063	T&M	Cynthia Aki	245 Murray Lane, SW, #0115, Washington, DC 20528-0115	26,557,630	3,098,132
HSHQDC-13-D-E2088	FFP	Cynthia F. Brown	Office of Procurement Operations, Contract Management Division, 245 Murray Lane, SW, #0115, Washington DC 20528-0115	7,513,478	5,343,946
TOS11-D-0005	IDIQ	Denise Quinn Williams	Department of the Treasury, IRS Office of Treasury Procurement Services (OTPS), 7980 Science Applications Court, Vienna, VA 22182	-	-
TOS11-D-0005	FFP	Denise Quinn Williams	Department of the Treasury, IRS Office of Treasury Procurement Services (OTPS), 7980 Science Applications Court, Vienna, VA 22182	280,205	246,347
TOS11-D-0005	FFP	Denise Quinn Williams	Department of the Treasury, IRS Office of Treasury Procurement Services (OTPS), 7980 Science Applications Court, Vienna, VA 22182	2,486,268	434,435
HSHQDC-14-J-00313	FFP	Haben Woldemichael	Department of Homeland Security, Office of Procurement Operations, 245 Murray Lane, SW, #0115, Washington DC 20528-0115	1,618,049	146,693
USCA08C0506	FFP	Leah Wilson	One Columbus Circle, N.E., Suite 3-250, Washington, DC 20544-0001	190,022,649	54,296,960
USCA08C0506	FFP	Leah Wilson	One Columbus Circle, N.E., Suite 3-250, Washington, DC 20544-0001	3,000,000	3,000,000
HHSN3162012000	IDIQ	Mario Dizon	101 Independence Avenue, S.E. - LA 325, Washington, D.C. 20540	2,282,258	894,124
HHSN3162012000	FFP	Mario Dizon	101 Independence Avenue, S.E. - LA 325, Washington, D.C. 20540	1,316,151	50,617
DOL-BLS-14-A-0001	BOA	Michael DeAngelis	2 Massachusetts Avenue, NW, Washington, DC 20001	26,448,273	5,006,039
GS-35F-4668G / HSCG79-15-F-PC4052	FFP	Nannette Cicolini	U.S. Coast Guard Research and Development - 1 Chelsea	5,074,387	3,480,398
GS35F4668G / HHSF233201100411G	FFP	Peter Preston	7700 Wisconsin Ave., Bethesda, MD 20857	12,897,014	1,148,643
HSTS03-13-A-CIO548	T&M	Richard Melrose	701 S. 12th Street, Arlington, VA 20598	2,204,473	1,321,538
HSTS03-13-A-CIO548	IDIQ	Richard Melrose	701 S. 12th Street, Arlington, VA 20598	-	-
HSHQDC-15-F-00008	FFP	Tiana Chandler	MGMT/OPO NPPD/Malstop 0115 Department of Homeland Security 245 Murray Lane SW Washington DC 20528-0115	47,898,963	36,840,766
HSHQDC-13-D-E2088	IDIQ	Timothy Davis	245 Murray Drive, #0115, Washington, DC 20528-0115	-	-
GS-10F-0007F / SAQJMA11F4287	T&M	Vincent J. Sanchez	P.O. Box 9115 - Rosslyn Station, Arlington, VA 22219	10,785,306	1,413,324
HSHQDC-12-A-00010	FFP			46,089,925	46,089,925

RESTRICTED CONTRACTS

Contract/Order Number	Contract Type	Contracting Officer	Address of CO	Total Value	Approximate Remaining Unpaid Balance
DJF-14-1200-V0008177/DJF-14-1200-D-0002949	T&M	Andrew Johnson	Restricted	\$ 532,378	\$ 147,890
Restricted	FFP	Dan Fockler	P.O. Box 195, Annapolis Junction, MD 20701	\$ 27,864	\$ -
DNI001-15-D-0001 /HSSA02-16-J-3808	FFP	Darryl Anderson	7500 Geoint Drive Springfield, VA 22150	\$ 2,911,259	\$ -
2014-14080500002	CPAF	Eric S.	GA43 OHB, Washington DC 20505	\$ 144,694,994	\$ 2,484,754
2015-15021100004-3	CPFF	Jordan S. Blake	PO Box 40843, Arlington, VA 22204	\$ 3,605,681	\$ 85,706,126
2014-14051600004	CPFF	Jordan S. Blake	PO Box 40843, Arlington, VA 22204	\$ 65,376,860	\$ 3,605,681
2015-15021100004	IDIQ	Jordan S. Blake	PO Box 40843, Arlington, VA 22204	\$ -	\$ 13,351,688
2015-15021100004-2	CPFF	Jordan S. Blake	PO Box 40843, Arlington, VA 22204	\$ 13,661,400	\$ -
2015-15081900001	CPAF	Jordan S. Blake	PO Box 40843, Arlington, VA 22204	\$ 69,586,334	\$ 9,486,046
DNI001-15-D-0001 /N00015-16-F-0093	FFP	Karen Langdon	7500 Geoint Drive Springfield, VA 22150	\$ 2,597,225	\$ 52,408,015
2011-236G-005	COST	Marion L. Bolton	Office of Acquisitions, Attn: Marion L. Bolton, P.O. Box 40892, Arlington, VA 22204	\$ 22,117,107	\$ 2,420,183
2012-12082400007	FFP-LOE	Marion L. Bolton	Office of Acquisitions, Attn: Marion L. Bolton, P.O. Box 40892, Arlington, VA 22204	\$ 1,457,585	\$ 4,450,406
B12-2012224G003	FFP-LOE	Marion L. Bolton	Office of Acquisitions, Attn: Marion L. Bolton, P.O. Box 40892, Arlington, VA 22204	\$ 7,294,306	\$ 353,108
B13-2013164G009	COST	Marion L. Bolton	Office of Acquisitions, Attn: Marion L. Bolton, P.O. Box 40892, Arlington, VA 22204	\$ 2,746,423	\$ 953,466
B15-2015238G006	CPFF	Marion L. Bolton	Office of Acquisitions, Attn: Marion L. Bolton, P.O. Box 40892, Arlington, VA 22204	\$ 23,292,239	\$ 390,656
SAR	CPAF	Marion L. Bolton	Office of Acquisitions, Attn: Marion L. Bolton, P.O. Box 40892, Arlington, VA 22204	\$ 89,503,167	\$ 15,610,563
TBD	FFP-LOE	Marion L. Bolton	Office of Acquisitions, Attn: Marion L. Bolton, P.O. Box 40892, Arlington, VA 22204	\$ 347,995	\$ 7,157,855
DNI001-15-D-0001	IDIQ	Trevor Smith	7500 Geoint Drive Springfield, VA 22150	\$ -	\$ 124,968
DNI001-15-D-0001 / 001	FFP	Trevor Smith	7500 Geoint Drive Springfield, VA 22150	\$ 240,346,292	\$ -
				\$ 159,175,591	\$ -

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of December 30, 2016 (this "Agreement"), is entered into by and between BAE Systems Information Solutions Inc., a Virginia corporation, (the "Terminating Corporation"), and BAE Systems Technology Solutions & Services Inc., a Delaware corporation ("Surviving Corporation"). The Terminating Corporation and Surviving Corporation are each referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. The Terminating Corporation is a corporation formed and existing under the laws of the Commonwealth of Virginia, and the Surviving Corporation is a corporation formed and existing under the laws of the State of Delaware, with both the Terminating Corporation and the Surviving Corporation being wholly-owned subsidiaries of BAE Systems, Inc., a corporation formed and existing under the laws of the State of Delaware (the "Parent"). The Surviving Corporation owns 100% of the issued and outstanding stock of the Terminating Corporation.

B. The Surviving Corporation has determined that it is advisable and in its best interest that the Terminating Corporation merge with and into the Surviving Corporation (the "Merger") on the terms, and subject to the conditions, of this Agreement, the Delaware General Corporation Law (the "DGCL"), and the Virginia Stock Corporation Act (the "VA Corporation Act").

C. The Parent has duly approved the terms of the Merger and this Agreement.

D. As a result of the Merger, the separate corporate existence of the Terminating Corporation will cease.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Parties agree as follows:

ARTICLE I

THE MERGER; RELATED TRANSACTIONS

1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the DGCL and the VA Corporation Act, at the Effective Time (as defined below), the Terminating Corporation and Surviving Corporation will consummate the Merger pursuant to which (a) the Terminating Corporation shall be merged with and into Surviving Corporation and the separate corporate existence of the Terminating Corporation shall thereupon cease, (b) Surviving Corporation shall be the surviving entity in the Merger (the "Surviving Corporation") and shall continue to be governed by the DGCL and the separate corporate existence of the Surviving Corporation, with all its rights, privileges, immunities, powers and franchises, shall continue unaffected by the Merger, (c) all of the rights, privileges and powers of the Terminating Corporation, and all of the Terminating Corporation's property, real, personal and mixed, and all debts due to the Terminating Corporation, as well as all other things and causes of action belonging to the Terminating Corporation, shall be vested in the Surviving

Corporation, and shall thereafter be the property of the Surviving Corporation as they were of the Terminating Corporation, and (d) the title to any real property vested by deed or otherwise, under the laws of the State of Delaware in any of the Parties, shall not revert or be in any way impaired by reason of the Merger. The Merger shall have the effects specified herein and in the applicable provisions of the DGCL and the VA Corporation Act.

1.2 Effective Time. The effective time for the Merger shall be 11:59 p.m. on December 31, 2016 (the “Effective Time”). The Surviving Corporation shall execute (i) articles of merger in the form attached as Exhibit A (the “Virginia Articles of Merger”) and file such Virginia Articles of Merger with the Commonwealth of Virginia State Corporation Commission in accordance with Section 13.1-720 of the Virginia Corporation Act and (ii) a certificate of ownership in the form attached as Exhibit B (the “Delaware Certificate of Ownership”) and file such Delaware Certificate of Ownership with the Secretary of State of the State of Delaware in accordance with Title 8, Section 253 of the DGCL.

1.3 Certificate of Incorporation. At the Effective Time, the certificate of incorporation of the Surviving Corporation as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation, until amended as provided therein and in accordance with the DGCL.

1.4 Directors and Officers. The directors and officers of the Surviving corporation at the Effective Time shall continue to be the Directors and Officers of the Surviving corporation until their successors are duly elected and qualified. .

1.5 Effect on Equity Interests. By virtue of the Merger and without any action on the part of any stockholder or other person, the entirety of the authorized and issued equity interests of the Terminating Corporation and outstanding immediately prior to the Effective Time shall be surrendered and extinguished and cancelled and cease to exist. The shares of the Surviving corporation outstanding at the Effective time shall be unchanged by reason of the Merger.

1.6 Shares Entitled to Vote. The Merger is being effected pursuant to Section 13.1-719 of the Virginia Stock Corporation Act and Title 8, Section 253 of the DGCL and, as a result, this Agreement does not require shareholder approval, and the conditions specified in Section 13.1-719.1(B) have been satisfied.

1.7 Approval of Directors of Surviving Corporation. This Agreement and the Merger have been approved, adopted, certified, executed and acknowledged by the directors and shareholders of each of the Surviving Corporation and the Terminating Corporation.

ARTICLE II

MISCELLANEOUS

2.1 Entire Agreement; Assignment. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. No Party may assign this Agreement, nor any right, interest or obligation under this Agreement, in whole or in part, by operation of law or otherwise,

without the prior written consent of the other Party.

2.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.3 Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when a counterpart has been signed and delivered by each Party.

2.5 This Agreement is on file at 520 Gaither Road, Rockville, Maryland, 20850, the place of business of the Surviving Corporation.

2.6 A copy of the Agreement will be furnished by the Surviving Corporation on request, without cost, to the shareholder of either of the constituent entities.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party has caused this Agreement and Plan of Merger to be duly executed on its behalf as of the date set forth above.

BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES INC.

By: Alfred E. J.
Name: Alfred Crews, Jr.
Title: Vice President and Secretary

BAE SYSTEMS INFORMATION SOLUTIONS INC.

By: Alfred E. J.
Name: Alfred Crews, Jr.
Title: Vice President and Secretary

Exhibit A
Virginia Articles of Merger
[attached]

ARTICLES OF MERGER OF
BAE SYSTEMS INFORMATION SOLUTIONS INC. 0245566-4
AND
BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES INC. F043679-2

The undersigned, on behalf of the corporations set forth below, pursuant to Title 13.1, Chapter 9, Article 12 of the Code of Virginia, state as follows:

FIRST: The name of each constituent corporation is BAE Systems Information Solutions Inc., a Virginia corporation ("BAE IS"), and BAE Systems Technology Solutions & Services Inc., a Delaware corporation ("BAE TSS"). BAE TSS shall be the surviving corporation.

SECOND: The Agreement and Plan of Merger, by and between BAE Systems Information Solutions Inc. and BAE Systems Technology Solutions & Services Inc., dated December 20, 2016 (the "Merger Agreement") has been approved, adopted and certified, executed and acknowledged by each of the constituent corporations and the terms of the Merger Agreement are as follows:

The Merger. From and after the Effective Time (as defined below), BAE IS and BAE TSS will consummate the Merger pursuant to which BAE IS shall be merged with and into BAE TSS and the separate corporate existence of BAE IS shall thereupon cease.

Surviving Corporation. BAE TSS shall be the surviving entity in the Merger and shall continue to be governed by the laws of the State of Delaware, and the separate corporate existence of BAE IS shall cease forthwith upon the Effective Time, in accordance with the provisions of the Delaware General Corporation Law and the Virginia Stock Corporation Act.

Authorized Capital. The authorized capital stock of BAE TSS following the Effective Time shall be 1000 shares of common stock, par value one dollar (1.00) per share, unless and until the same shall be changed in accordance with the laws of the State of Delaware.

Certificate of Incorporation. The Certificate of Incorporation of BAE TSS as it exists at the Effective Time shall be the Certificate of Incorporation of BAE TSS following the Effective Time, unless and until the same shall be amended or repealed in accordance with the provisions thereof.

Bylaws. The Bylaws of BAE TSS as they exist on the Effective Time shall be the Bylaws of BAE TSS following the Effective Time unless and until the same shall be amended or repealed in accordance with the provisions thereof.

Board of Directors and Officers. The members of the Board of Directors and the officers of BAE TSS immediately after the Effective Time shall be those persons who were the members of the Board of Directors and the officers,

respectively, of BAE TSS immediately prior to the Effective Time, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

Further Assurance of Title. If at any time BAE TSS shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to BAE TSS any right, title, or interest of BAE IS held immediately prior to the Effective Time, BAE IS and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in BAE TSS as shall be necessary to carry out the purposes of this Agreement and Plan of Merger, and BAE TSS and the proper officers and directors thereof are fully authorized to take any and all such action in the name of BAE IS or otherwise.

Conversion of Outstanding Stock. Forthwith upon the Effective Time, each of the issued and outstanding shares of Common Stock of BAE IS shall be surrendered and extinguished. The issued and outstanding shares of BAE TSS shall not be converted or exchanged in any manner, but each share which is issued as of the Effective Time of the merger shall continue to represent one issued share of BAE TSS.

Service of Process. As required by Section 13.1-721(C) of the Virginia Stock Corporation Act, BAE TSS hereby consents to service of process in the Commonwealth of Virginia in any suit or proceeding for enforcement of any obligation of BAE IS and for enforcement of any obligation of BAE TSS in its capacity as the surviving corporation and hereby irrevocably appoints the clerk of the Virginia State Corporation Commission Virginia as its agent to accept service of process in any such suit or proceeding.

Certain Tax Matters. It is the intention of the Parties that the Merger qualify for U.S. federal income tax purposes as a statutory merger under IRC Sec. 368(a)(1)(A) of the U.S. Internal Revenue Code of 1986, as amended.

THIRD: The Certificate of Incorporation of the surviving corporation as in effect immediately prior to the merger shall be its Certificate of Incorporation following the merger.

FOURTH: The Plan of Merger was approved by unanimous consent of the shareholders of both constituent corporations on December 20, 2016.

FIFTH: BAE Systems Technology Solutions & Services Inc., a Delaware corporation, certifies that its participation in the merger was duly authorized as required by the laws of the State of Delaware.

SIXTH: The merger is to become effective on December 31, 2016 at 11:59 PM EST.

Executed in the name of each constituent corporation:

BAE SYSTEMS INFORMATION SOLUTIONS INC.

By: Alfred L. J.
Name: Alfred Crews, Jr.
SCC ID: 0215560-4

Date: December 20, 2016
Title: Vice President and Secretary

BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES INC.

By: Alfred L. J.
Name: Alfred Crews, Jr.

Date: December 20, 2016
Title: Vice President and Secretary

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, DECEMBER 28, 2016

The State Corporation Commission finds the accompanying articles submitted on behalf of

BAE Systems Technology Solutions & Services Inc.

comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the Commission, effective December 31, 2016, at 11:59 PM. Each of the following:

BAE Systems Information Solutions Inc.

is merged into BAE Systems Technology Solutions & Services Inc., which continues to exist under the laws of DELAWARE with the name BAE Systems Technology Solutions & Services Inc., and the separate existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By



**James C. Dimitri
Commissioner**

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the articles of merger filed in the Clerk's Office of the Commission on December 28, 2016 by BAE Systems Information Solutions Inc. effective as of December 31, 2016.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
December 29, 2016*

Joel H. Peck
Joel H. Peck, Clerk of the Commission

Exhibit B
Delaware Certificate of Ownership
[attached]

**STATE OF DELAWARE
CERTIFICATE OF OWNERSHIP**

**SUBSIDIARY INTO PARENT
Section 253**

**CERTIFICATE OF OWNERSHIP
MERGING**

**BAE SYSTEMS INFORMATION SOLUTIONS INC., A VIRGINIA
CORPORATION**

INTO

**BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES INC., A
DELAWARE CORPORATION**

(Pursuant to Section 253 of the General Corporation Law of Delaware) BAE Systems Technology Solutions & Services Inc., a corporation incorporated on the 1st day of June, 1983 pursuant to the provisions of the General Corporation Law of the State of Delaware;

DOES HEREBY CERTIFY that this corporation owns 100% of the capital stock of BAE Systems Information Solutions Inc., a corporation incorporated on the 19th day of March, 1981 A.D., pursuant to the provisions of the Virginia Stock Corporation Act, and that this corporation, by a resolution of its Board of Directors duly adopted by unanimous written consent held on the ___ day of December, 2016 A.D., determined to and did merge into itself said BAE Systems Information Solutions Inc., which resolution is in the following words to wit:

WHEREAS this corporation lawfully owns 100% of the outstanding stock of BAE Systems Information Solutions Inc., a corporation organized and existing under the laws of the Commonwealth of Virginia, and

WHEREAS this corporation desires to merge into itself the said BAE Systems Information Solutions Inc., and to be possessed of all the estate, property, rights, privileges and franchises of said corporation,

NOW, THEREFORE, BE IT RESOLVED, that this corporation merge into itself said BAE Systems Information Solutions Inc. and assumes all of its liabilities and obligations, and

FURTHER RESOLVED, that an authorized officer of this corporation be and he/she is hereby directed to make and execute a certificate of ownership setting forth a copy of the resolution to merge said BAE Systems Information Solutions Inc. and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of New Castle County;

FURTHER RESOLVED, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in any way necessary or proper to effect said merger;

FURTHER RESOLVED, the merger is to become effective on December 31, 2016 at 11:59 PM EST; and

FURTHER RESOLVED, that anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of BAE Technology Solutions & Services Inc. at any time prior to the time that this certificate of ownership filed with the Delaware Secretary of State becomes effective.

IN WITNESS WHEREOF, said parent corporation has caused its corporate seal to be affixed and this certificate to be signed by an authorized officer this ___day of December, 2016 A.D.

BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES INC.

By: _____
Name:
Title:

Statement of Transferee's Capability to Perform

BAE Systems, Inc. (BAE Systems) is the U.S. subsidiary of BAE Systems plc, a top 10 global defense contractor. Headquartered in Arlington, Virginia, BAE Systems employs approximately 32,000 employees in the United States, United Kingdom, Sweden, Israel, Germany, Mexico, Switzerland, and South Africa, and generated 2015 revenues of \$10.35 billion.

BAE systems delivers to the U.S. Government a full range of products and services for air, land and naval forces, as well as advanced electronics, security, information technology solutions and customer support services including support and service solutions for current and future defense, intelligence, and civilian systems; design, development and manufacture of a wide range of electronic systems and subsystems for both military and commercial applications; production of specialized security and protection products for law enforcement and first responders; and the design, development and production and support of armored combat vehicles, artillery systems, and munitions.

BAE Systems has the necessary technical, financial and human resources to continue successful performance on all the transferor's programs listed in Attachment 1, Exhibit A-1 to this agreement.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"BAE SYSTEMS INFORMATION SOLUTIONS INC.", A VIRGINIA CORPORATION,

WITH AND INTO "BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES INC." UNDER THE NAME OF "BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2016, AT 9:25 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2016 AT 11:59 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2009950 8100M
SR# 20167288053

You may verify this certificate online at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State

Authentication: 203599330
Date: 12-28-16

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:25 AM 12/28/2016
FILED 09:25 AM 12/28/2016
SR 20167288053 - FileNumber 2009950

**STATE OF DELAWARE
CERTIFICATE OF OWNERSHIP**

**SUBSIDIARY INTO PARENT
Section 253**

**CERTIFICATE OF OWNERSHIP
MERGING**

**BAE SYSTEMS INFORMATION SOLUTIONS INC., A VIRGINIA
CORPORATION**

INTO

**BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES INC., A
DELAWARE CORPORATION**

(Pursuant to Section 253 of the General Corporation Law of Delaware) BAE Systems Technology Solutions & Services Inc., a corporation incorporated on the 1st day of June, 1983 A.D., pursuant to the provisions of the General Corporation Law of the State of Delaware;

DOES HEREBY CERTIFY that this corporation owns 100% of the capital stock of BAE Systems Information Solutions Inc., a corporation incorporated on the 19th day of March, 1981 A.D., pursuant to the provisions of the Virginia Stock Corporation Act, and that this corporation, by a resolution of its Board of Directors duly adopted by unanimous written consent held on the 20th day of December, 2016 A.D., determined to and did merge into itself said BAE Systems Information Solutions Inc., which resolution is in the following words to wit:

WHEREAS this corporation lawfully owns 100% of the outstanding stock of BAE Systems Information Solutions Inc., a corporation organized and existing under the laws of the Commonwealth of Virginia, and

WHEREAS this corporation desires to merge into itself the said BAE Systems Information Solutions Inc., and to be possessed of all the estate, property, rights, privileges and franchises of said corporation,

NOW, THEREFORE, BE IT RESOLVED, that this corporation merge into itself said BAE Systems Information Solutions Inc. and assumes all of its liabilities and obligations, and

FURTHER RESOLVED, that an authorized officer of this corporation be and he/she is hereby directed to make and execute a certificate of ownership setting forth a copy of the resolution to merge said BAE Systems Information Solutions Inc. and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of New Castle County;

FURTHER RESOLVED, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in any way necessary or proper to effect said merger;

FURTHER RESOLVED, the merger is to become effective on December 31, 2016 at 11:59 PM EST; and

FURTHER RESOLVED, that anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of BAE Systems Technology Solutions & Services Inc. at any time prior to the time that this certificate of ownership filed with the Delaware Secretary of State becomes effective.

IN WITNESS WHEREOF, said parent corporation has caused its corporate seal to be affixed and this certificate to be signed by an authorized officer this 20th day of December, 2016 A.D.

BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES INC.

By: Alfred E. Jr.
Name: Alfred Crews, Jr.
Title: Vice President and Secretary



**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

Office of the Clerk

December 28, 2016

**CT CORPORATION SYSTEM
TERESA BROWN
4701 COX ROAD, SUITE 285
GLEN ALLEN, VA 23060**

RECEIPT

RE: BAE Systems Information Solutions Inc.

ID: 0215560 - 4

DCN: 16-12-28-1110

Dear Customer:

This is your receipt for \$25.00, covering the fees for filing articles of merger with this office.

This is also your receipt for \$200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of merger is December 31, 2016 at 11:59 PM..

Each non-surviving entity:

BAE Systems Information Solutions Inc.

is merged into BAE Systems Technology Solutions & Services Inc..

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,


**Joel H. Peck
Clerk of the Commission**

**MERGRcpt
MERGAcpt
CISJMA**

**F.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk**

0215560 - 4

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, DECEMBER 28, 2016

The State Corporation Commission finds the accompanying articles submitted on behalf of
BAE Systems Technology Solutions & Services Inc.

comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this

CERTIFICATE OF MERGER

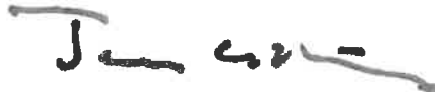
be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective December 31, 2016, at 11:59 PM. Each of the following:

BAE Systems Information Solutions Inc.

is merged into **BAE Systems Technology Solutions & Services Inc.**, which continues to exist
under the laws of **DELAWARE** with the name **BAE Systems Technology Solutions & Services
Inc.**, and the separate existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By



James C. Dimitri
Commissioner

MERGACPT
CISJMA
16-12-28-1110