

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J - FFP	PAGE OF PAGES 1 of 2
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 16 NOV 2017		4. REQUISITION/PURCHASE REQ.NO.	
6. ISSUED BY AFLCMC/ HIK		CODE FA8771		5. PROJECT NO. (If applicable)	
DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 490 EAST MOORE DR., SUITE 270 MAFB - GUNTER ANNEX AL 36114-3000 DARRYL CHAPMAN 3344165060 darryl.chapman@gunter.af.mil				7. ADMINISTERED BY (If other than Item 6) CODE FA8732	
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) PERATON INC. 12975 WORLDGATE DRIVE HERNDON VA 20170-6008 (703) 668-6084				(X)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA8732-15-D-0039
					10B. DATED (SEE ITEM 13) 15 MAY 2015
CODE 0HD54	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 Agreement.FAR 43.103(b)				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Harris to Peraton Novation and Change-of-Name 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	
				//signed//	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED 16 NOV 2017	

The purpose of this bilateral modification is to recognize a Novation Agreement (attachment 1) and Change-of-Name Agreement (attachment 2) recognizing Peraton, Inc. as the successor in interest to Harris IT Services Corporation. As a result, Peraton, Inc. became entitled to all rights and titles of interest of Harris IT Services Corporation for the Indefinite Delivery Indefinite Quantity contract FA8732-15-D-0039. The contractor information for this contract is changed as follows:

FROM:

Harris IT Services Corporation
2235 Monroe Street
Herndon, VA 20171-2824
Cage Code: OHD54 DUNS: 602938771

TO:

Peraton, Inc.
12975 Worldgate
Herndon, VA 20170-6008
Cage Code: OHD54 DUNS: 602938771

Attachments

1. Novation Agreement
2. Change-of-Name Agreement

All Terms and conditions remain unchanged.

Novation Agreement

Harris Corporation (Transferor), a corporation duly organized and existing under the laws of Delaware with its principal office in Melbourne, Florida; Peraton Inc, formerly known as Harris IT Services Corporation (Transferee), a corporation duly organized and existing under the laws of Maryland with its principal office in Herndon, Virginia; and the United States of America (Government) enter into this Agreement as of April 28, 2017.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the United States, has entered into certain contracts with the Transferor, namely: the contracts listed in the attached Exhibit 1. The term "the contracts," as used in this Agreement, means the above named contracts and delivery/purchase orders, 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 delivery/purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and delivery/purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of April 28, 2017, the Transferor has transferred to the Transferee all the assets of the Transferor required to perform the contracts listed in Exhibit 1 by virtue of a Sale Agreement between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor required to perform the contracts listed in Exhibit 1 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 transfer has been filed with the Government.

(8) Harris IT Services Corporation Articles of Amendment, dated July 25, 2017, certified by the State Department of Assessments and Taxation of Maryland, and effectuating the corporate name change of Harris IT Services Corporation to Peraton Inc. 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)(i) Except as set forth in subparagraph (7)(ii) below, 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.

(ii) The Government recognizes that restructuring by the Transferee incidental to the transfer may be in the best interests of the Government. Restructuring costs that are allowable under Part 31 of the Federal Acquisition Regulation (FAR) or Part 231 of the Defense Federal Acquisition Regulation Supplement (DFARS) may be reimbursed under flexibly-priced novated contracts, provided the Transferee demonstrates that the restructuring will reduce overall costs to the Department of Defense (DoD) (and to the

National Aeronautics and Space Administration (NASA), where there is a mix of DoD and NASA contracts), and the requirements included in DFARS 231.205-70 are met. Restructuring costs shall not be allowed on novated contracts unless there is an audit of the restructuring proposal; a determination by the contracting officer of overall reduced costs to DoD/NASA; and an Advance Agreement setting forth a cumulative cost ceiling for restructuring projects and the period to which such costs shall be assigned.”

(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 *Lisa S. Lunceford*

Name Lisa S. Lunceford

Title DACO, DCMA

Date 09/18/17

Harris Corporation,

By *Taylor*

Name Todd Taylor

Title VP Principal Accounting Officer


Date August 8, 2017

[Corporate Seal]



Certificate

I, Robert A. Johnson Jr., certify that I am the Assistant Secretary of Harris Corporation; that Todd Taylor, who signed this Agreement for this corporation, was then Vice President, Principal Accounting Officer 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 8th day of August 2017.

By 

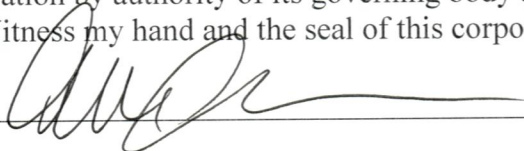
Name Robert A. Johnson Jr.



[Corporate Seal]

CERTIFICATE

I, Alexander S. Andrusyszyn, certify that I am the Secretary of Peraton Inc.; that Jeremy Wensinger, who signed this Agreement for this corporation, was then Chief Operating Officer 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 4th day of August 2017

By 

Name Alexander S. Andrusyszyn



Peraton Inc,

By 

Name Jeremy C. Wensinger

Title Chief Operating Officer

Date 8-4-17

[Corporate Seal]



Change-of-Name Agreement

Peraton Inc. (Contractor), a corporation duly organized and existing under the laws of Maryland, and the United States of America (Government), enter into this Agreement as of July 25, 2017.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the agencies as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference, has entered into certain contracts and purchase orders with Harris IT Services Corporation, as shown in the attached list marked "Exhibit B" and incorporated in this Agreement by reference. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) Harris IT Services Corporation, by an amendment to its charter, dated July 25, 2017, has changed its corporate name to Peraton Inc.

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that --

(1) The contracts covered by this Agreement are amended by substituting the name "Peraton Inc." for the name "Harris IT Services Corporation" wherever it appears in the contracts; and

(2) Each party has executed this Agreement as of the day and year first above written.

United States of America,

By: *Lisa S. Lunceford*

Name: *Lisa S. Lunceford*

Title: *DAO, DCMA*

Date: *08/17/17*