

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J - FFP	PAGE OF PAGES 1 of 3
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 23 AUG 2017	4. REQUISITION/PURCHASE REQ.NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY AFLCMC/ HIK 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		CODE FA8732	7. ADMINISTERED BY (If other than Item 6)		CODE FA8732
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN CORPORATION 700 N FREDERICK AVE GAITHERSBURG MD 20879-3328 (610) 354-7844			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA8732-15-D-0043	
CODE 6FB22 FACILITY CODE				10B. DATED (SEE ITEM 13) 15 MAY 2015	
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 <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.) Pursuant to FAR 42.12, Novation and Change-of-Name Agreements, a Novation Agreement is recognized between Lockheed Martin Corporation and Leidos Innovations Corporation. 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//		23 AUG 2017
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

The purpose of this bi-lateral modification is to execute a Novation Agreement recognizing Leidos Innovations Corporation as the successor in interest to Lockheed Martin Corporation. As a result, Leidos Innovations corporation became entitled to all rights and titles of interest of Lockheed Martin Corporation for the Indefinite Delivery Indefinite Quantity contract FA8732-15-D-0043. The Contractor information for this contract is changed as follows:

From:

Lockheed Martin Corporation
1700 N. Frederick Ave
Gaithersburg, MD 20879
Gage Code: 6FB22 Duns: 078604247

To:

Leidos Innovations Corporation
1700 N. Frederick Ave
Gaithersburg, MD 20879
Cage Code: 7LQ18 Duns: 080272604

See Attached Novation Agreement (6) Pages.

The terms and conditions of this contract remains unchanged.

LIST OF ATTACHMENTS

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 9	6	18 AUG 2017	LOCKHEED MARTIN NOVATION AGREEMENT

NOVATION AGREEMENT

Lockheed Martin Corporation (LMC), a corporation duly organized and existing under the laws of Maryland with its principal office at 6801 Rockledge Drive, Bethesda, Maryland 20817, on behalf of itself and its subsidiaries Lockheed Martin Integrated Systems, LLC (LMIS) and Lockheed Martin Services, LLC (LMSL) (collectively, the Transferor); Leidos Innovations Corporation (Transferee), formerly known as Abacus Innovations Corporation, a corporation duly organized and existing under the laws of Delaware with its principal office at 700 N. Frederick Avenue, Gaithersburg, MD 20879; and the United States of America (Government) enter into this Agreement as of August 16, 2016.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers, has entered into certain contracts with the Transferor, as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference. The term "the Contracts," as used in this Agreement, means the above contracts and purchase orders, and any task orders or delivery orders associated with the contracts identified in Exhibit A (whether or not those orders are listed), 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 orders). Included in the term "the Contracts" are also all modifications made under the terms and conditions of such Contracts and associated orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of August 16, 2016, the Transferor has transferred to the Transferee all the assets of the Transferor necessary to perform the Contracts and orders identified above by virtue of a reverse Morris trust transaction between the Transferor and the Transferee, executed on August 16, 2016, as follows:

(i) Certain assets necessary to perform those Contracts held by LMIS designated in Column L of Exhibit A were transferred to LMSL by the execution of a Distribution Agreement between LMIS and LMSL;

(ii) The assets referenced in (i) above, and certain assets necessary to perform Contracts held directly by LMSL (as so designated in Column L of Exhibit A), were transferred to LMC by the execution of a Distribution Agreement between LMSL and LMC;

(iii) Assets referenced in (ii) above, and certain assets necessary to perform certain Contracts previously held directly by LMC (as so designated in Column L of Exhibit A), were transferred by LMC to Abacus Innovations Corporation by the execution of a Contribution and Assumption Agreement between LMC and Abacus Innovations Corporation; and

(iv) Abacus Innovations Corporation was separated from LMC and merged with a Leidos subsidiary, Lion Merger Co., with Abacus Innovations Corporation surviving the merger.

(3) All of transactions described in subparagraphs (2)(i) – (iv) above were completed virtually simultaneously on August 16, 2016, resulting in transfer of the relevant assets from the Transferor to the Transferee, with no intervening legal entity actually performing the Contracts prior to the transfer.

(4) The Transferee has acquired all the assets necessary to perform the Contracts by virtue of the above transfer.

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

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

(7) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Contracts.

(8) Evidence of the above transfer has been filed with the Government.

(9) A certificate dated August 16, 2016, signed by the Secretary of State of Delaware, to the effect that the corporate name of Abacus Innovations Corporation was changed to Leidos Innovations Corporation on August 16, 2016, 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 acquisition/merger 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 the National Aeronautics and Space Administration (NASA), 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: Bonnie S. Roberts

Name: BONNIE S. ROBERTS

Title: Corporate Administrative Contracting Officer

LOCKHEED MARTIN CORPORATION

By: John E. Greene, Jr.

Name: JOHN E. GREENE, JR.

Title: Director, Corporate Contracts

CORPORATE SEAL

LEIDOS INNOVATIONS CORPORATION

By: _____

Name: KIM D. DENVER

Title: Senior Vice President, Contracts, Procurement & Pricing

CORPORATE SEAL

ASSISTANT SECRETARY CERTIFICATE

I, Kathy L. Allen, certify that I am the Assistant Secretary of Lockheed Martin Corporation, that John E. Greene, Jr., who signed this Agreement for this corporation, was then Director, Corporate Contracts, 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 30th day of November 2016.

By Kathy L Allen

CORPORATE SEAL

CERTIFICATE

I, Raymond L. Veldman, certify that I am the Secretary of Leidos Innovations Corporation, that Kim D. Denver, who signed this Agreement for this corporation, was then Senior Vice President, Chief Corporate Contracts Executive 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 30th day of November 2016.

By Raymond L. Veldman

CORPORATE SEAL

