

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 28 DEC 2018	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) LEIDOS, INC. 700 N FREDERICK AVE STE 110 GAITHERSBURG MD 20879-3328 (571) 526-6000				(X)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA8732-15-D-0043
					10B. DATED (SEE ITEM 13) 15 MAY 2015
CODE 7MWB4		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.) See Continuation 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)			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//		24 SEP 2019
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

ITEM 14 Continuation

This modification is issued to recognize the approved "Name Change and Recognition of Corporate Consolidation Agreement" in accordance with FAR 42.1204(i). The "Name Change and Recognition of Corporate Consolidation Agreement" (attached) has been fully executed and is dated 10 May 2019. As a result, Leidos, Inc. became entitled to all rights and titles of interest of Leidos Innovations Corporation for contract FA873215D0043. The Contractor information is changed as follows:

FROM:

LEIDOS INNOVATIONS CORPORATION

700 N FREDERICK AVE

GAITHERSBURG MD 20879-3328

CAGE code 7LQ18

TO:

LEIDOS INC.

700 N FREDERICK AVE

GAITHERSBURG MD 20879-3328

CAGE code 7MWB4

Name change and Recognition of Corporate Consolidation Agreement (attachment 4 pages)

The terms and conditions of this contract remain unchanged.

**NAME CHANGE AND RECOGNITION OF
CORPORATE CONSOLIDATION AGREEMENT**

Leidos Innovations Corporation (hereinafter referred to as Transferor), a corporation then duly organized and existing under the laws of Delaware with its principal office in Reston, Virginia; **Leidos, Inc.** (hereinafter referred to as Transferee), a corporation duly organized and existing under the laws of Delaware with its principal office in Reston, Virginia; and the United States of America (Government) enter into this Agreement as of December 28, 2018.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the agencies identified in the attached list marked Exhibit A, 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 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.

(2) In a corporate consolidation of Transferor into Transferee executed as of December 28, 2018, the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of a Certificate of Merger between the Transferor and the Transferee.

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

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above corporate consolidation and 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 _____
Mr. Derrick Wilson
Divisional Administrative Contracting Officer
Defense Contract Management Agency

LEIDOS INNOVATIONS CORPORATION

By 

Kim D. Denver
Senior Vice President
Chief Corporate Contracts Executive



LEIDOS, INC.

By 


Kim D. Denver
Senior Vice President
Chief Corporate Contracts Executive



**LEIDOS INNOVATIONS CORPORATION
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 the 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 effective as of December 28, 2018.

By 

Raymond L. Veldman
Corporate Secretary
Leidos Innovations Corporation



**LEIDOS, INC.
CERTIFICATE**

I, RAYMOND L. VELDMAN, certify that I am the Secretary of Leidos, Inc.; that KIM D. DENVER, who signed this Agreement for this corporation, was then the 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 effective as of December 28, 2018.

By Raymond L. Veldman
Raymond L. Veldman
Corporate Secretary
Leidos, Inc.

