SECTION J

APPENDIX E

PERFORMANCE GUARANTEE AGREEMENT(S)
January 23, 2019

National Nuclear Security Administration
Department of Energy
Albuquerque, NM
USA

Third Revised Guaranty No. 2012-511

Gentlemen:

This Third Revised Guaranty replaces in its entirety the Second Revised Guaranty No. 2012-511 signed on December 13, 2016.

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract Number DE-NA0001942 for the management and operation of the Y-12 National Security Complex and Pantex Plant (the “Contract”) dated January 8, 2013 by and between the Government and Consolidated Nuclear Security LLC (Contractor), the undersigned, Leidos, Inc. (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 11951 Freedom Drive, Reston, VA 20190-5640, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger,
or consolidation of Contractor into or with another entity, corporate or otherwise, or the
liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all
of the capital stock, business or assets of Contractor to any other person or party, or (ii) the
institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership
proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the
assertion by the Government against Contractor of any of the Government’s rights and remedies
provided for under the Contract, including any modifications or amendments thereto, or under
any other document(s) or instrument(s) executed by Contractor, or existing in the Government’s
favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be
continuing, absolute, primary, and direct, and that the Government shall not be required to
pursue any right or remedy it may have against Contractor or other Guarantors under the
Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s)
executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be
required to first commence any action or obtain any judgment against Contractor before
enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will,
upon demand, pay the Government any amount, the payment of which is guaranteed hereunder
and the payment of which by Contractor is in default under the Contract or under any other
document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon
demand, perform all other obligations of Contractor, the performance of which by Contractor is
guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be
unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization,
merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the
liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all
of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the
institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership
proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of
this Performance Guarantee Agreement is not in contravention of Guarantor’s Articles of
Organization, Charter, by-laws, and applicable law; that the execution and delivery of this
Performance Guarantee Agreement, and the performance thereof, has been duly authorized by
the Guarantor’s Board of Directors, Trustees, or any other management board which is required
to participate in such decisions; and that the execution, delivery, and performance of this
Performance Guarantee Agreement will not result in a breach of, or constitute a default under,
any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it
is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee
Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or
remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.
In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on January 23, 2019.

LEIDOS, INC.

By:

Marc H. Crown

Title: Senior VP & Treasurer

Address for notice:
11951 Freedom Drive
Reston, VA 20190
U.S.A.
Attention: Treasurer
Telephone: 571-526-6489
Marc Crown is the duly appointed, qualified and acting Senior VP and Treasurer of Leidos, Inc. as of the date of this signature and that the signature set forth above is his true and correct signature.

WITNESS my hand and the seal of Leidos, Inc. on this _____ day of January 2019.

By: [Signature]

Name: Ramune M. Kligys

Title: Corporate & Securities Paralegal Manager

(SEAL)