UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-K

(Mark One)

o **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

or

x **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from **January 31, 2015** to **January 1, 2016**

Leidos Holdings, Inc.
Leidos, Inc.

(Exact names of registrants as specified in their charters)

Delaware	**20-3562868 and 95-3630868**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Nos.)
11951 Freedom Drive, Reston, Virginia	**20190**
(Address of principal executive offices)	(Zip Code)

(571) 526-6000

(Registrants' telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Leidos Holdings, Inc. Common Stock, Par Value $.0001 Per Share	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.
Leidos Holdings, Inc. Yes x No o
Leidos, Inc. Yes x No o

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.
Leidos Holdings, Inc. Yes o No x
Leidos, Inc. Yes o No x

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Leidos Holdings, Inc. Yes x No o
Leidos, Inc. Yes x No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).
Leidos Holdings, Inc. Yes x No o
Leidos, Inc. Yes x No o

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.
Leidos Holdings, Inc. Large accelerated filer x Accelerated filer o Non-accelerated filer o Smaller reporting company o
Leidos, Inc. Large accelerated filer o Accelerated filer o Non-accelerated filer x Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).
Leidos Holdings, Inc. Yes o No x
Leidos, Inc. Yes o No x

As of July 3, 2015, which was the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of Leidos Holdings, Inc. common stock (based upon the closing price of the stock on the New York Stock Exchange) held by non-affiliates of the registrant was $2,892,032,677.

The number of shares issued and outstanding of each registrant's classes of common stock as of February 17, 2016 was as follows:

Leidos Holdings, Inc.	72,164,921 shares of common stock ($.0001 par value per share)
Leidos, Inc.	5,000 shares of common stock ($.01 par value per share) held by Leidos Holdings, Inc.

DOCUMENTS INCORPORATED BY REFERENCE

The information called for by Part III that is not set forth herein will be included in an amendment to this Transition Report on Form 10-K or incorporated by reference from Leidos Holdings, Inc.'s definitive Proxy Statement to be filed pursuant to Regulation 14A ("2016 Proxy Statement").

Explanatory Note

This Transition Report on Form 10-K is a combined report being filed by Leidos Holdings, Inc. (“Leidos”) and Leidos, Inc. Leidos is a holding company and Leidos, Inc. is a direct, 100%-owned subsidiary of Leidos. Each of Leidos and Leidos, Inc. is filing on its own behalf all of the information contained in this report that relates to such company. Where information or an explanation is provided that is substantially the same for each company, such information or explanation has been combined in this report. Where information or an explanation is not substantially the same for each company, separate information and explanation has been provided. In addition, separate consolidated financial statements for each company, along with combined notes to the consolidated financial statements, are included in this report. Unless indicated otherwise, references in this report to the “Company,” “we,” “us,” and “our” refer collectively to Leidos Holdings, Inc., Leidos, Inc., and its consolidated subsidiaries.

LEIDOS HOLDINGS, INC.
LEIDOS, INC.
FORM 10-K TRANSITION REPORT
TABLE OF CONTENTS

PART I

Item 1. *Business*

Our Company

Leidos Holdings, Inc. ("Leidos") is a holding company. Its principal operating company, Leidos, Inc., was formed in 1969 by a small group of scientists led by physicist Dr. Robert Beyster. Since our founding 47 years ago, we have applied our expertise in science, research and engineering in rapidly evolving technologies and markets to solve complex problems of national concern.

Leidos is an applied technology company delivering services and solutions to national security, health and engineering markets. We bring domain-specific capability and cross-market innovations to customers in each of these markets by leveraging five core capabilities: C4ISR, cybersecurity, systems engineering, large-scale agile software development and data analytics. Applying our technically advanced solutions to help solve our customers' most difficult problems has enabled us to build strong relationships with our key customers. These customers include agencies of the U.S. Department of Defense ("DoD"), the intelligence community, the U.S. Department of Homeland Security ("DHS"), other U.S. Government civil agencies, state and local government agencies and government agencies of U.S. allies abroad. With a focus on delivering mission-critical solutions, Leidos generates over 76% of our total revenues from U.S. Government contracts. A majority of that work supports the U.S. Intelligence Community.

Building on our foundation in offering innovative services and solutions to U.S. Government customers, Leidos is expanding into international government and broader commercial markets. By leveraging expertise in multiple disciplines, tailoring our solutions to the particular needs of our targeted markets and using advanced analytics, we work to securely deliver solutions that not only meet customers' current goals, but also support their future endeavors.

For additional discussion and analysis related to recent business developments, see “Business Environment and Trends” in "Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II of this Transition Report on Form 10-K.

We use the terms “Company,” “we,” “us,” and “our” to refer collectively to Leidos Holdings, Inc., Leidos, Inc., and its consolidated subsidiaries.

On March 20, 2015, the Board of Directors approved the amendment and restatement of the bylaws of Leidos and Leidos, Inc. to change both Leidos' and Leidos, Inc.'s year end from the Friday nearest the end of January to the Friday nearest the end of December.

As a result of this change, the Company is filing this Annual Report on Form 10-K, which covers the 11-month period which began on January 31, 2015 and ended on January 1, 2016, as its transition report. This change does not impact the Company's prior reported fiscal years (each covering a 12-month period), each of which ended on the Friday closest to January 31. For example, fiscal 2015 began on February 1, 2014 and ended on January 30, 2015.

Our Business Segments

Our business is aligned into three reportable segments: National Security Solutions (NSS), Health and Engineering (HES) and Corporate and Other. While each reportable segment is organized around the markets served and the nature of the products and services provided to customers in those markets, we provide a wide array of scientific, engineering and technical services and solutions across these reportable segments. Substantially all of our revenues and tangible long-lived assets are generated by or owned by entities located in the United States.

National Security Solutions

National Security Solutions is focused on rapidly deploying agile, cost-effective solutions to meet the ever-changing missions of our customers in the areas of intelligence surveillance and reconnaissance, integrated systems and cybersecurity and global services. We provide a diverse portfolio of national security solutions and systems for air, land, sea, space and cyberspace for the U.S. Intelligence Community, the DoD, military services, DHS, government agencies of U.S. allies abroad and other federal, civilian and commercial customers in the national security industry. Our solutions deliver innovative technology, large-scale intelligence systems, command and control, data analytics, logistics and cybersecurity solutions, as well as intelligence analysis and operations support to critical missions around the world. National Security Solutions represented 68%, 71% and 70% of total revenues for the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014, respectively.

Our national security business offers broad technology, development and integration capabilities and is responsible for leading our efforts in surveillance and reconnaissance, integrated systems solutions and global services for the U.S. Intelligence Community, military commands and other government and commercial customers.

- ***Surveillance and Reconnaissance -*** We offer a wide range of technologies in multiple domains that address the Nation's most critical threats and deliver solutions to the intelligence community, DoD and military services. A primary focus is on the DoD's technology organizations, which include the Defense Advanced Research Projects Agency, Army Research Lab, Air Force Release Lab and Navy Research Lab. Our market concentration is on airborne, maritime and command and control. We provide multi-spectral, airborne, ground and maritime intelligence surveillance and reconnaissance ("ISR") collection and processing systems, advanced sensor design, command and control solutions and training systems.
- ***Integrated Systems -*** We offer extensive software development capabilities for intelligence and information systems and deliver solutions to the intelligence community, DoD, military services, DHS and the UK Ministry of Defense ("UK MoD"). Our markets include cybersecurity, data analytics and logistics. Our cybersecurity solutions detect and manage the most sophisticated cyber threats. We are highly skilled in data analytics, and we design, develop, deploy and support information-centric software systems for complex, data-driven national security challenges. Our logistics offerings include enterprise platforms that speed the supply chain of highly complex systems.
- ***Global Services -*** We provide high-end services to the intelligence community, DoD and federal civilian agencies. Operating around the world daily, we provide intelligence analysis, operational support, security, linguistics and training. In addition, we deliver tailored IT services and solutions to our customers across the globe.

Health and Engineering

Our Health and Engineering businesses capitalize on our knowledge and experience in technology and innovation. Major customers of Health and Engineering primarily include the U.S. federal government, state and local governmental agencies, foreign governments, healthcare providers and commercial enterprises in various industries. Health and Engineering represented 32%, 29% and 30% of total revenues for the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014, respectively.

Our Health business provides services and solutions to commercial hospitals, the DoD and other U.S. Government agencies focused on information technology and behavioral health and life sciences offerings. Our healthcare business is focused on the overall availability and quality of electronic health data, clinical care optimization and life sciences research and development that ultimately improves the quality of care while lowering cost for our customers.

- ***Federal Health -*** We developed, fielded and currently maintain a full end-to-end Electronic Health Record ("EHR") system and numerous behavior health services—healthcare beyond the clinic—for the DoD. We are currently working on developing the next generation EHR system that will be deployed to DoD hospitals and other sites worldwide. Within the DoD, we serve the Defense Health Agency, which provides healthcare to active duty and retired military personnel and their dependents. We also provide information technology solutions, scientific support and behavioral health services to the Veterans Administration, National Institutes of Health and other government customers. We strive to improve the availability, quality and cost effectiveness of healthcare for our military service members and their families.

- ***Commercial Health -*** We implement and optimize EHR systems at commercial hospitals. In addition, we provide consulting services and operational support focused on addressing health care legislation for Meaningful Use and ICD-10 transition, IT strategy, revenue cycle management, accountable care transformation, risk management, technology infrastructure and project management. Our teams are staffed with clinical subject matter experts who draw upon their deep experience and knowledge of healthcare and IT systems.
- ***Life Sciences -*** We provide life science research and development support to the National Institutes of Health, Center for Disease Control, Army Medical Research community, commercial biotech companies and the Frederick National Laboratory for Cancer Research, where we employ about 1,900 scientists, technicians, administrators and support staff. Our professionals operate a wide range of leading-edge research and development laboratories in the areas of genetics and genomics, proteins and proteomics, advanced biomedical computing and information technology, biopharmaceutical development and manufacturing, nanotechnology characterization and clinical trials management.

Our Engineering business leverages technology and skills in process engineering, engineering design and systems integration to create innovative and cost effective solutions for our customers. We carry out our engineering business in five key areas of expertise:

- ***Process Industries Engineering -*** We provide process industries engineering services and solutions to a large U.S. market for capital improvement programs for key clients across a number of industries, including mid-tier refineries and large industrial companies. We exploit use of Building Information Modeling as a design tool and to manage the complexities of the systems we design and build.
- ***Security Products -*** We provide security products, services and solutions that leverage our design, integration and process engineering technologies to build small footprint, minimally-intrusive secure commerce systems for our customers. Our Vehicle and Cargo Inspection System ("VACIS") systems enable the rapid scanning of vehicles and cargo using patented technology that produces a high-quality image using a low radiation dose while using less space and processing higher volumes of cars and trucks than other scanning systems. Our Reveal line of explosive detection systems for checked airline baggage pioneered the “reduced size” segment of this market with small, flexible systems that can be installed at airport check-in counters. We also have a line of radiation detection systems, which are used today at ports, border crossings and industrial facilities around the world—including most ports and border crossings in the United States.
- ***Power Grid Engineering -*** We provide power grid engineering services and solutions to a broad customer set and have unique offerings including a Smart Grid as a Service ("SGS") solution. We are working with energy companies to develop analytical products that fully exploit the data enabled by smart grid technology. We provide engineering and consulting to electric utilities and transmission companies. Our focus is on engineering design of the grid from distribution through transmission and significant substation design and upgrade work. We provide physical and cybersecurity for our utility customers as part of our substantive offerings. We also administer energy efficiency programs for states and utilities and provide an array of consulting services for utilities.
- ***Federal Environmental and Engineering -*** We provide environmental consulting and engineering, primarily for the DoD. We support the requirements of the National Environmental Policy Act ("NEPA") as well as other supporting activities. We also have specialty consulting associated with specific environmental issues, such as underwater environmental issues, radiologic clean up, risk assessment training ranges and other specific needs. We support site cleanup and remediation efforts.
- ***Transaction and Valuation Consulting -*** We provide transaction and asset valuation services for the power industry. Our primary customers are the large lending institutions that require a comprehensive assessment of proposed projects for financing. Our analysts study technologies, designs, operational plans, fuel needs and financial trends in power markets to evaluate the viability of projects. We also provide oversight work at project sites on behalf of lenders or owners.

Corporate and Other

The Corporate and Other business segment includes the operations of various corporate activities, certain expense items that are not reimbursed by our U.S. Government customers and certain other revenue and expense items excluded from a reportable segment's performance. Corporate and Other represented an immaterial percentage of revenue for the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014.

For additional information regarding our reportable segments, see “Management's Discussion and Analysis of Financial Condition and Results of Operations” in Part II and Note 18 of the combined notes to consolidated financial statements contained within this Transition Report on Form 10-K.

Acquisitions and Dispositions

Our key management initiatives are to achieve annual revenue and earnings growth while maintaining high cash flow efficiency. To achieve these objectives, we routinely conduct due-diligence on acquisition targets and potential divestitures allowing us to ensure the Company possesses an optimal set of capabilities, customer relationships and contract vehicles to compete effectively in the markets we serve. In addition, on January 26, 2016, we entered into a definitive agreement whereby the Information Systems & Global Solutions business (IS&GS) of Lockheed Martin will be merged with a wholly-owned subsidiary of Leidos (the "Lockheed Martin Transaction"). See "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations–Lockheed Martin Transaction" for a further description of the Lockheed Martin Transaction.

Over the past three fiscal years, while we did not have any material acquisitions, we did divest of seven businesses. Four of these non-strategic dispositions were reclassified as discontinued operations on a retrospective basis. Additionally, in fiscal 2014, we completed the strategic spin-off of our technical services and enterprise information technology services business into an independent, publicly traded company named Science Applications International Corporation (“New SAIC”). The results of operations for New SAIC were reclassified as discontinued operations on a retrospective basis.

Key Customers

Substantially all of our revenues are generated in the United States. Our total revenues are largely attributable to prime contracts or to subcontracts with other contractors engaged in work for the U.S. Government, with the remaining being international customers, including the UK MoD, and customers across a variety of commercial markets including command and control, training, healthcare, energy, manufacturing and transportation. Within the U.S. Government, our revenues are diversified across many agencies, including various intelligence agencies, the U.S. Army, Navy and Air Force, DHS, the Defense Health Agency, the National Aeronautics and Space Administration ("NASA") and research agencies like the Defense Advanced Research Projects Agency ("DARPA").

The percentage of total revenues for the U.S. Government, its agencies and other customers comprising more than 10% of total revenues in any of the years for the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014, were as follows:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
U.S. Government	76%	79%	78%
U.S. DoD	64%	67%	68%
U.S. Army	14%	16%	19%
Maryland Procurement Office	10%	10%	8%

These customers have a number of subsidiary agencies that have separate budgets and procurement functions. Our contracts may be with the highest level of these agencies or with the subsidiary agencies of these customers.

Employees

As of January 1, 2016, we employed approximately 18,000 full and part-time employees worldwide. The experience and expertise of our employees makes Leidos capable of solving our customers' most challenging technical problems. Approximately 40% of our employees have degrees in Science, Technology, Engineering or Mathematics fields, close to 1,000 employees have doctoral degrees and nearly 50% of our employees possess security clearances.

Research and Development

We conduct research and development activities under customer-funded contracts and with company-funded internal research and development ("IR&D") funds. IR&D efforts consist of projects involving basic research, applied research, development and systems and other concept formulation studies. IR&D expenses are included in selling, general and administrative expenses and are generally allocated to U.S. Government contracts. For the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014, our company-funded IR&D expense was $29 million, $37 million and $45 million, respectively, which as a percentage of sales was 0.6%, 0.7% and 0.8%, respectively. We charge expenses for research and development activities performed under customer contracts directly to cost of revenues for those contracts.

Patents and Proprietary Information

Our technical services and products are not generally dependent upon patent protection, although we do selectively seek patent protection. We claim a proprietary interest in certain of our products, software programs, methodologies and know-how. This proprietary information is protected by copyrights, trade secrets, licenses, contracts and other means. We selectively pursue opportunities to license or transfer our technologies to third parties.

In connection with the performance of services, the U.S. Government has certain rights to inventions, data, software codes and related material that we develop under U.S. Government-funded contracts and subcontracts. Generally, the U.S. Government may disclose or license such information to third parties, including, in some instances, our competitors. In the case of some subcontracts that we perform, the prime contractor may also have certain rights to the programs and products that we develop under the subcontract.

Competition

Competition for contracts is intense, and we often compete against a large number of established multinational corporations that may have greater name and brand recognition, financial resources and larger technical staffs. We also compete against smaller, more specialized companies that concentrate their resources on particular areas, as well as the U.S. Government’s own capabilities and federal non-profit contract research centers. As a result of the diverse requirements of the U.S. Government and our commercial customers, we frequently collaborate with other companies to compete for large contracts and bid against these same companies in other situations. We believe that our principal competitors currently include the following companies:

- the engineering and technical services divisions of large defense contractors that provide U.S. Government IT services in addition to other hardware systems and products, including companies such as The Boeing Company, General Dynamics Corporation, Lockheed Martin Corporation, Northrop Grumman Corporation, BAE Systems plc, L-3 Communications Corporation and Raytheon Company;
- contractors focused principally on technical services, including U.S. Government IT services, such as Booz Allen Hamilton Inc., Engility Holdings, Inc., CACI International Inc., ManTech International Corporation, Serco Group plc and MITRE Corporation;
- diversified commercial and U.S. Government IT providers, such as Accenture plc, CSRA, Inc., HP Enterprise Services, International Business Machines Corporation ("IBM") and Unisys Corporation;
- contractors that provide engineering, consulting, design and construction services, such as Jacobs Engineering Group, AECOM, KBR, Inc. and CH2M Hill Companies Ltd.;
- contractors focused on supplying homeland security product solutions, including American Science and Engineering, Inc., OSI Systems, Inc., L-3 Communications Corporation, Morpho (Safran) and Smiths Group plc;

- contractors providing supply chain management and other logistics services, including Agility Logistics Corp.; and
- companies focused on providing health solutions and services to the U.S. Government and hospitals, including Accenture plc, IBM, CSRA, Inc., Lockheed Martin Corporation, Epic Systems and Medical Information Technology, Inc. ("Meditech").

We compete on various factors, including our technical expertise and qualified professional and/or security-cleared personnel; our ability to deliver innovative cost-effective solutions in a timely manner; successful program execution; our reputation and standing with customers; pricing; and the size and geographic presence of our company.

The U.S. Government has indicated that it intends to increase competition for future procurement of products and services, which has led to fewer sole source awards and more emphasis on cost-competitiveness and affordability. In addition, procurement initiatives to improve efficiency, refocus priorities and enhance best practices could result in fewer new opportunities for our industry as a whole, which would intensify competition within the industry as companies compete for a more limited set of new programs.

Contract Procurement

Our business is heavily regulated and we must comply with and are affected by laws and regulations relating to the formation, administration and performance of U.S. Government and other contracts. The U.S. Government procurement environment has evolved due to statutory and regulatory procurement reform initiatives. Today, U.S. Government customers employ several contracting methods to purchase services and products. Budgetary pressures and reforms in the procurement process have caused many U.S. Government customers to increasingly purchase services and products using contracting methods that give them the ability to select multiple contract winners or pre-qualify certain contractors to provide services or products on established general terms and conditions rather than through single award contracts. The predominant contracting methods through which U.S. Government agencies procure services and products include the following:

- Definitive Award Contracts. U.S. Government agencies may procure services and products through single definitive award contracts which specify the scope of services or products purchased and identify the contractor that will provide the specified services or products. When an agency has a requirement, the agency will issue a solicitation or request for proposal to which interested contractors can submit a proposal. The process of issuing solicitations or request for proposals and evaluating contractor bids requires the agency to maintain a large, professional procurement staff and the bidding and selection process can take a year or more to complete. For the contractor, this method of contracting may provide greater certainty of the timing and amounts to be received at the time of contract award because it generally results in the customer contracting for a specific scope of services or products from the single definitive successful awardee.
- Indefinite Delivery/Indefinite Quantity ("IDIQ") Contracts. The U.S. Government uses IDIQ contracts to obtain commitments from contractors to provide certain services or products on pre-established terms and conditions. The U.S. Government then issues task orders under the IDIQ contracts to purchase the specific services or products it needs. IDIQ contracts are awarded to one or more contractors following a competitive procurement process. Under a single-award IDIQ contract, all task orders under that contract are awarded to one pre-established contractor. Under a multiple-award IDIQ contract, task orders can be awarded to any of the pre-established contractors, which can result in further limited competition for the award of task orders. Multiple-award IDIQ contracts that are open for any government agency to use for procurement are commonly referred to as “government-wide acquisition contracts.” IDIQ contracts often have multi-year terms and unfunded ceiling amounts, therefore enabling, but not committing, the U.S. Government to purchase substantial amounts of services or products from one or more contractors. At the time an IDIQ contract is awarded (prior to the award of any task orders), a contractor may have limited or no visibility as to the ultimate amount of services or products that the U.S. Government will purchase under the contract, and in the case of a multiple-award IDIQ, the contractor from which such purchases may be made.

- U.S. General Services Administration ("GSA") Schedule Contracts. The GSA maintains listings of approved suppliers of services and products with agreed-upon prices for use throughout the U.S. Government. In order for a company to provide services under a GSA Schedule contract, a company must be pre-qualified and awarded a contract by the GSA. When an agency uses a GSA Schedule contract to meet its requirements, the agency, or the GSA on behalf of the agency, conducts the procurement. The user agency, or the GSA on its behalf, evaluates the user agency's requirements and initiates a competition limited to GSA Schedule qualified contractors. GSA Schedule contracts are designed to provide the user agency with reduced procurement time and lower procurement costs. Similar to IDIQ contracts, at the time a GSA Schedule contract is awarded, a contractor may have limited or no visibility as to the ultimate amount of services or products that the U.S. Government will purchase under the contract.

We often team with other parties, including our competitors, to submit bids for large U.S. Government procurements or other opportunities where we believe that the combination of services and products that we can provide as a team will help us win and perform the contract. Our relationships with our teammates, including whether we serve as the prime contractor or as a subcontractor, vary with each contract opportunity and typically depend on the program, contract or customer requirements, as well as the relative size, qualifications, capabilities, customer relationships and experience of our company and our teammates.

Contracting with the U.S. Government also subjects us to substantial regulation and unique risks, including the U.S. Government's ability to cancel any contract at any time through a termination for the convenience of the U.S. Government. Most of our contracts have cancellation terms that would permit us to recover all or a portion of our incurred costs and fees for work performed where the U.S. Government issues a termination for convenience. These regulations and risks are described in more detail below under “Business–Regulation” and “Risk Factors” in this Transition Report on Form 10-K.

Contract Types

Generally, the type of contract for our services and products is determined by or negotiated with the U.S. Government and may depend on certain factors, including the type and complexity of the work to be performed, degree and timing of the responsibility to be assumed by the contractor for the costs of performance, the extent of price competition and the amount and nature of the profit incentive offered to the contractor for achieving or exceeding specified standards or goals. We generate revenues under several types of contracts, including the following:

- Cost-reimbursement contracts provide for reimbursement of our direct contract costs and allocable indirect costs, plus a fee. This type of contract is generally used when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use a fixed-price contract. Cost-reimbursement contracts generally subject us to lower risk but generally require us to use our best efforts to accomplish the scope of the work within a specified time and amount of costs.
- Time-and-materials ("T&M") contracts typically provide for negotiated fixed hourly rates for specified categories of direct labor plus reimbursement of other direct costs. This type of contract is generally used when there is uncertainty of the extent or duration of the work to be performed by the contractor at the time of contract award or it is not possible to anticipate costs with any reasonable degree of confidence. On T&M contracts, we assume the risk of providing appropriately qualified staff to perform these contracts at the hourly rates set forth in the contracts over the period of performance of the contracts.
- Fixed-price-level-of-effort ("FP-LOE") contracts are substantially similar to T&M contracts except they require a specified level of effort over a stated period of time on work that can be stated only in general terms. This type of contract is generally used when the contractor is required to perform an investigation or study in a specific research and development area and to provide a report showing the results achieved based on the level of effort. Payment is based on the effort expended rather than the results achieved.
- Firm-fixed-price ("FFP") contracts provide for a fixed price for specified products, systems and/or services. This type of contract is generally used when the government acquires products and services on the basis of reasonably definitive specifications and which have a determinable fair and reasonable price. These contracts offer us potential increased profits if we can complete the work at lower costs than planned. While FFP contracts allow us to benefit from cost savings, these contracts also increase our exposure to the risk of cost overruns.

Our earnings and profitability may vary materially depending on changes in the proportionate amount of revenues derived from each type of contract, the nature of services or products provided, as well as the achievement of performance objectives and the stage of performance at which the right to receive fees, particularly under incentive and award fee contracts, is finally determined. Cost-reimbursement and T&M contracts generally have lower profitability than FFP contracts. For the proportionate amount of revenues derived from each type of contract for the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014, see “Key Performance Measures—Contract Types” in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II of this Transition Report on Form 10-K.

Backlog

Backlog represents the estimated amount of future revenues to be recognized under negotiated contracts as work is performed. Our backlog consists of funded backlog and negotiated unfunded backlog, each of which are described in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II of this Transition Report on Form 10-K. We expect to recognize a substantial portion of our funded backlog from U.S. Government customers as revenues within the next 12 months. However, the U.S. Government may cancel any contract at any time through a termination for the convenience of the U.S. Government. In addition, certain contracts with commercial or non-U.S. Federal Government customers included in funded backlog may include provisions that allow the customer to cancel at any time. Many of our contracts have cancellation terms that would permit us to recover all or a portion of our incurred costs and fees for work performed. For additional discussion and analysis of backlog, see “Key Performance Measures—Bookings and Backlog” in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II of this Transition Report on Form 10-K.

Seasonality

The U.S. Government's fiscal year ends on September 30 of each year. It is not uncommon for U.S. Government agencies to award extra tasks or complete other contract actions in the timeframe leading up to the end of its fiscal year in order to avoid the loss of unexpended fiscal year funds, which may favorably impact our third fiscal quarter. In addition, as a result of the cyclical nature of the U.S. Government budget process and a greater number of holidays in our fourth fiscal quarter as compared to our third fiscal quarter, we typically experience sequentially higher revenues in our third fiscal quarter and lower revenues in our fourth fiscal quarter. For selected quarterly financial data, see Note 21 of the combined notes to consolidated financial statements contained within this Transition Report on Form 10-K.

Regulation

We are heavily regulated in most of the fields in which we operate. We provide services and products to numerous U.S. Government agencies and entities, including to the DoD, the Intelligence Community and the DHS. When working with these and other U.S. Government agencies and entities, we must comply with various laws and regulations relating to the formation, administration and performance of contracts. U.S. Government contracts generally are subject to the Federal Acquisition Regulation ("FAR"), which sets forth policies, procedures and requirements for the acquisition of goods and services by the U.S. Government, agency-specific regulations that implement or supplement the FAR, such as Department of Defense Federal Acquisition Regulation Supplement ("DFARS") and other applicable laws and regulations. These regulations impose a broad range of requirements, many of which are unique to government contracting, including various procurement, import and export, security, contract pricing and cost, contract termination and adjustment and audit requirements. Among other things, these laws and regulations:

- require certification and disclosure of all cost and pricing data in connection with certain contract negotiations;
- define allowable and unallowable costs and otherwise govern our right to reimbursement under various cost-type U.S. Government contracts;
- require compliance with U.S. Government Cost Accounting Standards ("CAS");
- require reviews by the Defense Contract Audit Agency ("DCAA"), Defense Contract Management Agency ("DCMA") and other U.S. Government agencies of compliance with government requirements for a contractor’s business systems;

- restrict the use and dissemination of unclassified contract-related information and information classified for national security purposes and the export of certain products and technical data; and
- require us not to compete for work if an actual or potential organizational conflict of interest, as defined by these laws and regulations, related to such work exists and/or cannot be appropriately mitigated, neutralized or avoided.

The U.S. Government may revise its procurement practices or adopt new contract rules and regulations at any time. In order to help ensure compliance with these complex laws and regulations, all of our employees are required to complete ethics training and other compliance training relevant to their position.

Some of our operations and service offerings involve access to and use by us of personally identifiable information and/or protected health information, which activities are regulated by extensive federal and state privacy and data security laws requiring organizations to provide certain privacy protections and security safeguards for such information.

Environmental Matters

Our operations are subject to various foreign, federal, state and local environmental protection and health and safety laws and regulations. In addition, our operations may become subject to future laws and regulations, including those related to climate change and environmental sustainability. Failure to comply with these laws and regulations could result in civil, criminal, regulatory, administrative or contractual sanctions, including fines, penalties or suspension or debarment from contracting with the U.S. Government, or could cause us to incur costs to change, upgrade, remediate and/or close some of our operations or properties. Some environmental laws hold current or previous owners or operators of businesses and real property liable for hazardous substance releases, even if they did not know of and were not responsible for the releases. Our services and operations involve the assessment or remediation of environmental hazards, as well as using, handling or disposing of hazardous substances. Environmental laws may impose liability on any person who disposes, transports or arranges for the disposal or transportation of hazardous substances to any site. In addition, we may face liability for personal injury, property damage and natural resource damages relating to hazardous substance releases for which we are otherwise liable or relating to exposure to or the mishandling of hazardous substances in connection with our current and former operations or services, including our current and prior ownership of properties. Although we do not currently anticipate that the costs of complying with, or the liabilities associated with, environmental laws will materially and adversely affect us, we cannot ensure that we will not incur material costs or liabilities in the future.

Company Website and Information

Our website can be accessed at *www.leidos.com*. The website contains information about our company and operations. Through a link on the Investor Relations section of our website, copies of each of our filings with the U.S. Securities and Exchange Commission ("SEC") on Form 10-K, Form 10-Q and Form 8-K, and all amendments to those reports, can be viewed and downloaded free of charge as soon as reasonably practicable after the reports and amendments are electronically filed with or furnished to the SEC. The information on our website is not incorporated by reference into and is not a part of this Transition Report on Form 10-K.

You may request a copy of the materials identified in the preceding paragraph, at no cost, by writing or telephoning us at our corporate headquarters at the following:

Leidos Holdings, Inc.
11951 Freedom Drive
Reston, VA 20190
Attention: Corporate Secretary
Telephone: (571) 526-6000

Item 1A. *Risk Factors*

In your evaluation of our company and business, you should carefully consider the risks and uncertainties described below, together with information included elsewhere in this Transition Report on Form 10-K and other documents we file with the SEC. The risks and uncertainties described below are those that we have identified as material but are not the only risks and uncertainties facing us. If any of these risks or uncertainties actually occurs, our business, financial condition or operating results could be materially harmed and the price of our stock could decline. Our business is also subject to general risks and uncertainties that affect many other companies, such as our ability to collect receivables, overall U.S. and global economic and industry conditions, geopolitical events, changes in laws or accounting rules, fluctuations in interest and exchange rates, terrorism, international conflicts, major health concerns, climate change or other disruptions of expected economic and business conditions. Additional risks and uncertainties not currently known to us or that we currently believe are immaterial also may materially harm our business, financial condition or operating results and result in a decline in the price of our stock.

Risks Relating to Our Business

We depend on government agencies as our primary customer and if our reputation or relationships with these agencies were harmed, our future revenues and growth prospects would be adversely affected.

We generated over 76% of our total revenues during the 11-month period ended January 1, 2016, fiscal 2015, and fiscal 2014, from contracts with the U.S. Government (including all branches of the U.S. military), either as a prime contractor or a subcontractor to other contractors engaged in work for the U.S. Government. We generated more than 10% of our total revenues during the 11-month period ended January 1, 2016, fiscal 2015, and fiscal 2014, from the U.S. Army. We expect to continue to derive most of our revenues from work performed under U.S. Government contracts. Our reputation and relationship with the U.S. Government, and in particular with the agencies of the DoD and the U.S. Intelligence Community, are key factors in maintaining and growing our revenues. Negative press reports or publicity, which could pertain to employee or subcontractor misconduct, conflicts of interest, poor contract performance, deficiencies in services, reports, products or other deliverables, information security breaches or other aspects of our business, regardless of accuracy, could harm our reputation, particularly with these agencies. If our reputation is negatively affected, or if we are suspended or debarred from contracting with government agencies for any reason, the amount of business with government and other customers would decrease and our future revenues and growth prospects would be adversely affected.

A decline in the U.S. Government budget, changes in spending or budgetary priorities or delays in contract awards may significantly and adversely affect our future revenues and limit our growth prospects.

Revenues under contracts with the DoD, either as a prime contractor or subcontractor to other contractors, represented approximately 64% of our total revenues for the 11-month period ended January 1, 2016. Levels of DoD spending are difficult to predict and subject to significant risk. Our operating results could be adversely affected by spending caps or changes in the budgetary priorities of the U.S. Government or the DoD, as well as delays in program starts or the award of contracts or task orders under contracts. Current U.S. Government spending levels for defense-related programs may not be sustained and future spending and program authorizations may not increase or may decrease or shift to programs in areas in which we do not provide services or are less likely to be awarded contracts. Such changes in spending authorizations and budgetary priorities may occur as a result of uncertainty surrounding the federal budget, increasing political pressure and legislation, shifts in spending priorities from defense-related programs as a result of competing demands for federal funds, the number and intensity of military conflicts or other factors.

The U.S. Government also conducts periodic reviews of U.S. defense strategies and priorities, which may shift DoD budgetary priorities, reduce overall U.S. Government spending or delay contract or task order awards for defense-related programs, including programs from which we expect to derive a significant portion of our future revenues. In addition, changes to the DoD acquisition system and contracting models could affect whether and how we pursue certain opportunities and the terms under which we are able to do so. A significant decline in overall U.S. Government spending, including in the areas of national security, intelligence and homeland security, a significant shift in its spending priorities, the substantial reduction or elimination of particular defense-related programs or significant delays in contract or task order awards for large programs could adversely affect our future revenues and limit our growth prospects.

Because we depend on U.S. Government contracts, a delay in the completion of the U.S. Government's budget process could delay procurement of the products, services and solutions we provide and have an adverse effect on our future revenues.

The funding of U.S. Government programs is subject to an annual congressional budget authorization and appropriation process. In years when the U.S. Government does not complete its budget process before the end of its fiscal year on September 30, government operations are typically funded pursuant to a "continuing resolution," which allows federal government agencies to operate at spending levels approved in the previous budget cycle, but does not authorize new spending initiatives. When the U.S. Government operates under a continuing resolution, delays can occur in the procurement of the products, services and solutions that we provide and may result in new initiatives being canceled. We have from time to time experienced a decline in revenues in our fourth quarter ending the Friday nearest the end of January for prior years and ending the Friday nearest the end of December for the 11-month period ended January 1, 2016 and beyond as a result of this annual budget cycle, and we could experience similar declines in revenues from future delays in the budget process. In years when the U.S. Government fails to complete its budget process or to provide for a continuing resolution, a federal government shutdown may result. A federal government shutdown could, in turn, result in our incurrence of substantial labor or other costs without reimbursement under customer contracts, or the delay or cancellation of key programs, which could have a negative effect on our cash flows and adversely affect our future results. In addition, when supplemental appropriations are required to operate the U.S. Government or fund specific programs and passage of legislation needed to approve any supplemental appropriation bill is delayed, the overall funding environment for our business could be adversely affected.

Our failure to comply with a variety of complex procurement rules and regulations could result in our being liable for penalties, including termination of our U.S. Government contracts, disqualification from bidding on future U.S. Government contracts and suspension or debarment from U.S. Government contracting.

We must comply with laws and regulations relating to the formation, administration and performance of U.S. Government contracts, which affect how we do business with our customers and may impose added costs on our business. Some significant statutes and regulations that affect us include:

- the FAR and supplements, which regulate the formation, administration and performance of U.S. Government contracts;
- the Truth in Negotiations Act, which requires certification and disclosure of cost and pricing data in connection with certain contract negotiations;
- the Procurement Integrity Act, which regulates access to competitor bid and proposal information and government source selection information and our ability to provide compensation to certain former government officials;
- the Civil False Claims Act, which provides for substantial civil penalties for violations, including for submission of a false or fraudulent claim to the U.S. Government for payment or approval; and
- the U.S. Government Cost Accounting Standards, which impose accounting requirements that govern our right to reimbursement under certain cost-based U.S. Government contracts.

The FAR and many of our U.S. Government contracts contain organizational conflict of interest clauses that may limit our ability to compete for or perform certain other contracts or other types of services for particular customers. Organizational conflicts of interest arise when we engage in activities that may make us unable to render impartial assistance or advice to the U.S. Government, impair our objectivity in performing contract work or provide us with an unfair competitive advantage. A conflict of interest issue that precludes our competition for or performance on a significant program or contract could harm our prospects.

The U.S. Government may adopt new contract rules and regulations or revise its procurement practices in a manner adverse to us at any time.

Our industry has experienced, and we expect it will continue to experience, significant changes to business practices as a result of an increased focus on affordability, efficiencies and recovery of costs, among other items. U.S. Government agencies may face restrictions or pressure regarding the type and amount of services that they may obtain from private contractors. Legislation, regulations and initiatives dealing with procurement reform, mitigation of potential conflicts of interest and environmental responsibility or sustainability, as well as any resulting shifts in the buying practices of U.S. Government agencies, such as increased usage of fixed price contracts, multiple award contracts and small business set-aside contracts, could have adverse effects on government contractors, including us. Any of these changes could impair our ability to obtain new contracts or renew our existing contracts when those contracts are recompeted. Any new contracting requirements or procurement methods could be costly or administratively difficult for us to implement and could adversely affect our future revenues, profitability and prospects.

Our business is subject to reviews, audits and cost adjustments by the U.S. Government, which, if resolved unfavorably to us, could adversely affect our profitability, cash position or growth prospects.

U.S. Government agencies, including the DCAA, DCMA and others, routinely audit and review a contractor’s performance on government contracts, indirect rates and pricing practices and compliance with applicable contracting and procurement laws, regulations and standards. They also review the adequacy of the contractor’s compliance with government standards for its business systems, including; a contractor’s accounting system, earned value management system, estimating system, materials management and accounting system, property management system and purchasing system.

Both contractors and the U.S. Government agencies conducting these audits and reviews have come under increased scrutiny. As a result, the current audits and reviews have become more rigorous and the standards to which we are held are being more strictly interpreted, increasing the likelihood of an audit or review resulting in an adverse outcome. During the course of its current audits, the DCAA is closely examining and questioning several of our long established and disclosed practices that it had previously audited and accepted, increasing the uncertainty as to the ultimate conclusion that will be reached.

A finding of significant control deficiencies in our system audits or other reviews can result in decremented billing rates to our U.S. Government customers until the control deficiencies are corrected and our remediations are accepted by DCMA. Government audits and reviews may conclude that our practices are not consistent with applicable laws and regulations and result in adjustments to contract costs and mandatory customer refunds. Such adjustments can be applied retroactively, which could result in significant customer refunds. Our receipt of adverse audit findings or the failure to obtain an “approved” determination of our various business systems from the responsible U.S. Government agency could significantly and adversely affect our business, including our ability to bid on new contracts and our competitive position in the bidding process. A determination of non-compliance with applicable contracting and procurement laws, regulations and standards could also result in the U.S. Government imposing penalties and sanctions against us, including withholding of payments, suspension of payments and increased government scrutiny that could delay or adversely affect our ability to invoice and receive timely payment on contracts, perform contracts or compete for contracts with the U.S. Government.

Our indirect cost audits by the DCAA remain open for fiscal 2011 and subsequent fiscal years. Although we have recorded contract revenues subsequent to and including fiscal 2011 based upon our estimate of costs that we believe will be approved upon final audit or review, we do not know the outcome of any ongoing or future audits or reviews and adjustments and, if future adjustments exceed our estimates, our profitability would be adversely affected.

Our business is subject to governmental review and investigation which could adversely affect our financial position, operating results and growth prospects.

We are routinely subject to governmental investigations relating to compliance with various laws and regulations with respect to our role as a contractor to federal, state and local government customers and in connection with performing services in countries outside the United States. If a review or investigation identifies improper or illegal activities, we may be subject to civil or criminal penalties or administrative sanctions, including the termination of contracts, forfeiture of profits, the triggering of price reduction clauses, suspension of payments, fines and suspension or debarment from doing business with governmental agencies. We may suffer harm to our reputation if allegations of impropriety are made against us, which would impair our ability to win new contract awards or receive contract renewals. Penalties and sanctions are not uncommon in our industry. If we incur a material penalty or administrative sanction or otherwise suffer harm to our reputation, our revenues, profitability, cash position and future prospects could be adversely affected. More generally, increases in scrutiny and investigations from government organizations, legislative bodies or agencies into business practices and into major programs supported by contractors may lead to increased legal costs and may harm our reputation, revenues, profitability and growth prospects.

Misconduct of employees, subcontractors, agents and business partners could cause us to lose existing contracts or customers and adversely affect our ability to obtain new contracts and customers and could have a significant adverse impact on our business and reputation.

Misconduct could include fraud or other improper activities such as falsifying time or other records and violations of laws, including the Anti-Kickback Act. Other examples could include the failure to comply with our policies and procedures or with federal, state or local government procurement regulations, regulations regarding the use and safeguarding of classified or other protected information, legislation regarding the pricing of labor and other costs in government contracts, laws and regulations relating to environmental, health or safety matters, bribery of foreign government officials, import-export control, lobbying or similar activities and any other applicable laws or regulations. Any data loss or information security lapses resulting in the compromise of personal information or the improper use or disclosure of sensitive or classified information could result in claims, remediation costs, regulatory sanctions against us, loss of current and future contracts and serious harm to our reputation. Although we have implemented policies, procedures and controls to prevent and detect these activities, these precautions may not prevent all misconduct, and as a result, we could face unknown risks or losses. Our failure to comply with applicable laws or regulations or misconduct by any of our employees, subcontractors, agents or business partners could damage our reputation and subject us to fines and penalties, restitution or other damages, loss of security clearance, loss of current and future customer contracts and suspension or debarment from contracting with federal, state or local government agencies, any of which would adversely affect our business, reputation and our future results.

Due to the competitive process to obtain contracts and the likelihood of bid protests, we may be unable to achieve or sustain revenue growth and profitability.

We expect that a majority of the business that we seek in the foreseeable future will be awarded through a competitive bidding process. The U.S. Government has increasingly relied on contracts that are subject to a competitive bidding process, including IDIQ, GSA Schedule and other multi-award contracts, which has resulted in greater competition and increased pricing pressure. The competitive bidding process involves substantial costs and a number of risks, including significant cost and managerial time to prepare bids and proposals for contracts that may not be awarded to us, or that may be awarded but for which we do not receive meaningful task orders, and to the risk of inaccurately estimating the resources and costs that will be required to fulfill any contract we win. Following contract award, we may encounter significant expense, delay, contract modifications or even contract loss as a result of our competitors protesting the award of contracts to us in competitive bidding. Any resulting loss or delay of start-up and funding of work under protested contract awards may adversely affect our revenues and/or profitability. In addition, multi-award contracts require that we make sustained post-award efforts to obtain task orders under the contract. As a result, we may not be able to obtain these task orders or recognize revenues under these multi-award contracts. Our failure to compete effectively in this procurement environment would adversely affect our revenues and/or profitability.

The U.S. Government may terminate, cancel, modify or curtail our contracts at any time prior to their completion and, if we do not replace them, this may adversely affect our future revenues and profitability.

Many of the U.S. Government programs in which we participate as a contractor or subcontractor extend for several years and include one or more base years and one or more option years. These programs are normally funded on an annual basis. Under our contracts, the U.S. Government generally has the right to not exercise options to extend or expand our contracts and may otherwise terminate, cancel, modify or curtail our contracts at its convenience. Any decisions by the U.S. Government to not exercise contract options or to terminate, cancel, modify or curtail our major programs or contracts would adversely affect our revenues, revenue growth and profitability.

We have experienced and continue to experience periodic performance issues under certain of our contracts. Some of our contracts involve the development of complex systems and products to achieve challenging customer goals in a competitive procurement environment. As a result, we sometimes experience technological or other performance difficulties, which have in the past and may in the future result in delays, cost overruns and failures in our performance of these contracts. If a government customer terminates a contract for default, we may be exposed to liability, including for excess costs incurred by the customer in procuring undelivered services and products from another source. Depending on the nature and value of the contract, a performance issue or termination for default could cause our actual results to differ from those anticipated and could harm our reputation.

We face aggressive competition that can impact our ability to obtain contracts and therefore affect our future revenues and growth prospects.

Our business is highly competitive and we compete with larger companies that have greater name recognition, financial resources and larger technical staffs. We also compete with smaller, more specialized companies that are able to concentrate their resources on particular areas. Additionally, we compete with the U.S. Government’s own capabilities and federal non-profit contract research centers.

The markets in which we operate are characterized by rapidly changing technology and the needs of our customers change and evolve regularly. Accordingly, our success depends on our ability to develop services and products that address these changing needs and to provide people and technology needed to deliver these services and products. To remain competitive, we must consistently provide superior service, technology and performance on a cost-effective basis to our customers. Our competitors may be able to provide our customers with different or greater capabilities or technologies or better contract terms than we can provide, including technical qualifications, past contract experience, geographic presence, price and the availability of qualified professional personnel. In addition, our competitors may consolidate or establish teaming or other relationships among themselves or with third parties to increase their ability to address customers’ needs. Accordingly, we anticipate that larger or new competitors or alliances among competitors may emerge, which may adversely affect our ability to compete.

A failure to attract, train and retain skilled employees, including our management team, would adversely affect our ability to execute our strategy and may disrupt our operations.

Our business involves the development of tailored services and solutions for our customers, a process that relies heavily upon the expertise and services of our employees. Our continued success depends on our ability to recruit and retain highly trained and skilled engineering, technical and professional personnel. Competition for skilled personnel is intense and competitors aggressively recruit key employees. In addition, many U.S. Government programs require contractors to have security clearances. Depending on the level of required clearance, security clearances can be difficult and time-consuming to obtain and personnel with security clearances are in great demand. Particularly in highly specialized areas, it has become more difficult to retain employees and meet all of our needs for employees in a timely manner, which may affect our growth. Although we intend to continue to devote significant resources to recruit, train and retain qualified employees, we may not be able to attract, effectively train and retain these employees. Any failure to do so could impair our ability to perform our contractual obligations efficiently and timely meet our customers’ needs and win new business, which could adversely affect our future results.

In addition to attracting and retaining qualified engineering, technical and professional personnel, we believe that our success will also depend on the continued employment of a highly qualified and experienced senior management team and its ability to retain existing business and generate new business. Our senior management team is important to our business because personal reputations and individual business relationships are a critical element of retaining and obtaining customer contracts in our industry, particularly with agencies performing classified operations. An inability to retain appropriately qualified and experienced senior executives could cause us to lose customers or new business opportunities.

We may not realize as revenues the full amounts reflected in our backlog, which could adversely affect our expected future revenues and growth prospects.

As of January 1, 2016, our total backlog was $9.9 billion including $2.5 billion in funded backlog. Due to the U.S. Government’s ability to not exercise contract options or to terminate, modify or curtail our programs or contracts and the rights of our non-U.S. Government customers to cancel contracts and purchase orders in certain circumstances, we may realize less than expected or may never realize revenues from some of the contracts that are included in our backlog. Our unfunded backlog, in particular, contains management’s estimate of amounts expected to be realized on unfunded contract work that may never be realized as revenues. If we fail to realize as revenues amounts included in our backlog, our future revenues, profitability and growth prospects could be adversely affected.

Our earnings and profitability may vary based on the mix of our contracts and may be adversely affected by our failure to accurately estimate and manage costs, time and resources.

We generate revenues under various types of contracts, which include cost-reimbursement, T&M, FP-LOE and FFP contracts. Our earnings and profitability may vary materially depending on changes in the proportionate amount of revenues derived from each type of contract, the nature of services or products provided, as well as the achievement of performance objectives and the stage of performance at which the right to receive fees, particularly under incentive and award fee contracts, is finally determined. Cost-reimbursement and T&M contracts are generally less profitable than FFP contracts. Our operating results in any period may also be affected, positively or negatively, by customers' variable purchasing patterns of our more profitable proprietary products.

Our profitability is adversely affected when we incur contract costs that we cannot bill to our customers. To varying degrees, each of our contract types involves some risk that we could underestimate the costs and resources necessary to fulfill the contract. While FFP contracts allow us to benefit from cost savings, these contracts also increase our exposure to the risk of cost overruns. Revenues from FFP contracts represented approximately 27% of our total revenues for the 11-month period ended January 1, 2016. When making proposals on these types of contracts, we rely heavily on our estimates of costs and timing to complete the associated projects, as well as assumptions regarding technical issues. In each case, our failure to accurately estimate costs or the resources and technology needed to perform our contracts or to effectively manage and control our costs during performance could result, and in some instances has resulted, in reduced profits or in losses. More generally, any increased or unexpected costs or unanticipated delays in the performance of our contracts, including costs and delays caused by contractual disputes or other factors outside of our control, such as performance failures of our subcontractors, natural disasters or other force majeure events, could make our contracts less profitable than expected or unprofitable.

We use estimates in recognizing revenues, and if we make changes to estimates used in recognizing revenues, our profitability may be adversely affected.

Revenues from our contracts are primarily recognized using the percentage-of-completion method or on the basis of partial performance towards completion. These methodologies require estimates of total costs at completion, fees earned on the contract, or both. This estimation process, particularly due to the technical nature of the services performed and the long-term nature of certain contracts, is complex and involves significant judgment. Adjustments to original estimates are often required as work progresses, experience is gained and additional information becomes known, even though the scope of the work required under the contract may not change. Any adjustment as a result of a change in estimate is recognized as events become known. Changes in the underlying assumptions, circumstances or estimates could result in adjustments that may adversely affect our future financial results.

Legal disputes could require us to pay potentially large damage awards and could be costly to defend, which would adversely affect our cash balances and profitability, and could damage our reputation.

We are subject to a number of lawsuits and claims described in “Legal Proceedings” in Part I of this Transition Report on Form 10-K, as may be updated in our future filings with the SEC, including our Quarterly Reports on Form 10-Q. We are also subject to, and may become a party to, a variety of other litigation or claims and suits that arise from time to time in the ordinary course of our business. Adverse judgments or settlements in some or all of these legal disputes may result in significant monetary damages, penalties or injunctive relief against us. Any claims or litigation could be costly to defend, and even if we are successful or if fully indemnified or insured, could damage our reputation and make it more difficult to compete effectively or obtain adequate insurance in the future. Litigation and other claims, including those described in “Legal Proceedings,” are subject to inherent uncertainties and management’s view of these matters may change in the future.

Our business and operations expose us to numerous legal and regulatory requirements, and any violation of these requirements could harm our business.

We are subject to numerous federal, state and foreign legal requirements on matters as diverse as data privacy and protection, employment and labor relations, immigration, taxation, anticorruption, import/export controls, trade restrictions, internal and disclosure control obligations, securities regulation and anti-competition. Compliance with diverse and changing legal requirements is costly, time-consuming and requires significant resources. We also conduct business in certain identified growth areas, such as health information technology, energy and environmental services, which are highly regulated and may expose us to increased compliance risk. Violations of one or more of these diverse legal requirements in the conduct of our business could result in significant fines and other damages, criminal sanctions against us or our officers, prohibitions on doing business and damage to our reputation. Violations of these regulations or contractual obligations related to regulatory compliance in connection with the performance of customer contracts could also result in liability for significant monetary damages, fines and/or criminal prosecution, unfavorable publicity and other reputational damage, restrictions on our ability to compete for certain work and allegations by our customers that we have not performed our contractual obligations.

Our business and financial results could be negatively affected by cyber or other security threats.

As a U.S. Government contractor and a provider of information technology services operating in multiple regulated industries and geographies, we handle sensitive information. Therefore, we are continuously exposed to cyber attacks and other security threats, including physical break-ins. Any electronic or physical break-in or other security breach or compromise may jeopardize security of information stored or transmitted through our information technology systems and networks. This could lead to disruptions in mission-critical systems, unauthorized release of confidential or otherwise protected information and corruption of data. Although we have implemented policies, procedures and controls to protect against, detect and mitigate these threats, we face advanced and persistent attacks on our information systems and attempts by others to gain unauthorized access to our information technology systems are becoming more sophisticated. These attempts include covertly introducing malware to our computers and networks and impersonating authorized users, among others, and may be perpetrated by well-funded organized crime or state sponsored efforts. We seek to detect and investigate all security incidents and to prevent their occurrence or recurrence. We continue to invest in and improve our threat protection, detection and mitigation policies, procedures and controls. In addition, we work with other companies in the industry and government participants on increased awareness and enhanced protections against cybersecurity threats. However, because of the evolving nature and sophistication of these security threats, which can be difficult to detect, there can be no assurance that our policies, procedures and controls have or will detect or prevent any of these threats and we cannot predict the full impact of any such past or future incident. We may experience similar security threats to the information technology systems that we develop, install or maintain under customer contracts. Although we work cooperatively with our customers and other business partners to seek to minimize the impacts of cyber and other security threats, we must rely on the safeguards put in place by those entities. Any remedial costs or other liabilities related to cyber or other security threats may not be fully insured or indemnified by other means. Occurrence of any of these security threats could expose us to claims, contract terminations and damages and could adversely affect our reputation, ability to work on sensitive U.S. Government contracts, business operations and financial results.

Internal system or service failures could disrupt our business and impair our ability to effectively provide our services and products to our customers, which could damage our reputation and adversely affect our revenues and profitability.

Any system or service disruptions, including those caused by ongoing projects to improve our information technology systems and the delivery of services, whether through our shared services organization or outsourced services, if not anticipated and appropriately mitigated, could have a material adverse effect on our business including, among other things, an adverse effect on our ability to bill our customers for work performed on our contracts, collect the amounts that have been billed and produce accurate financial statements in a timely manner. We are also subject to systems failures, including network, software or hardware failures, whether caused by us, third-party service providers, cybersecurity threats, natural disasters, power shortages, terrorist attacks or other events, which could cause loss of data and interruptions or delays in our business, cause us to incur remediation costs, subject us to claims and damage our reputation. In addition, the failure or disruption of our communications could cause us to interrupt or suspend our operations or otherwise adversely affect our business. Our property and business interruption insurance may be inadequate to compensate us for all losses that may occur as a result of any system or operational failure or disruption and, as a result, our future results could be adversely affected.

Customer systems failures could damage our reputation and adversely affect our revenues and profitability.

Many of the systems and networks that we develop, install and maintain for our customers involve managing and protecting personal information and information relating to national security and other sensitive government functions. While we have programs designed to comply with relevant privacy and security laws and restrictions, if a system or network that we develop, install or maintain were to fail or experience a security breach or service interruption, whether caused by us, third-party service providers, cybersecurity threats or other events, we may experience loss of revenue, remediation costs or face claims for damages or contract termination. Any such event could cause serious harm to our reputation and prevent us from having access to or being eligible for further work on such systems and networks. Our errors and omissions liability insurance may be inadequate to compensate us for all of the damages that we may incur and, as a result, our future results could be adversely affected.

Many of our contracts contain performance obligations that require innovative design capabilities, are technologically complex, or are dependent upon factors not wholly within our control. Failure to meet these obligations could adversely affect our profitability and future prospects.

We design and develop technologically advanced and innovative products and services applied by our customers in a variety of environments. Problems and delays in development or delivery as a result of issues with respect to design, technology, licensing and patent rights, labor, learning curve assumptions or materials and components could prevent us from achieving contractual requirements.

In addition, our offerings cannot be tested and proven in all situations and are otherwise subject to unforeseen problems that could negatively affect revenue and profitability such as problems with quality and workmanship, country of origin, delivery of subcontractor components or services and unplanned degradation of product performance. Among the factors that may affect revenue and profits could be unforeseen costs and expenses not covered by insurance or indemnification from the customer, diversion of management focus in responding to unforeseen problems, loss of follow-on work, and, in the case of certain contracts, repayment to the government customer of contract cost and fee payments we previously received.

We have contracts with the U.S. Government that are classified, which may limit investor insight into portions of our business.

We derive a portion of our revenues from programs with the U.S. Government that are subject to security restrictions (classified programs), which preclude the dissemination of information that is classified for national security purposes. We are limited in our ability to provide information about these classified programs, their risks or any disputes or claims relating to such programs. As a result, investors have less insight into our classified programs than our other businesses and therefore less ability to fully evaluate the risks related to our classified business.

We have made and continue to make acquisitions, investments, joint ventures and divestitures that involve numerous risks and uncertainties.

We selectively pursue strategic acquisitions, investments and joint ventures. These transactions require significant investment of time and resources and may disrupt our business and distract our management from other responsibilities. Even if successful, these transactions could reduce earnings for a number of reasons, including the amortization of intangible assets, impairment charges, acquired operations that are not yet profitable or the payment of additional consideration under earn-out arrangements if an acquisition performs better than expected. Acquisitions, investments and joint ventures pose many other risks that could adversely affect our reputation, operations or financial results, including:

- we may not be able to identify, compete effectively for or complete suitable acquisitions and investments at prices we consider attractive;
- we may not be able to accurately estimate the financial effect of acquisitions and investments on our business, and we may not realize anticipated synergies or acquisitions may not result in improved operating performance;
- we may encounter performance problems with acquired technologies, capabilities and products, particularly with respect to those that are still in development when acquired;
- we may have trouble retaining key employees and customers of an acquired business or otherwise integrating such businesses, such as incompatible accounting, information management, or other control systems, which could result in unforeseen difficulties;
- we may assume material liabilities that were not identified as part of our due diligence or for which we are unable to receive a purchase price adjustment or reimbursement through indemnification;
- we may assume legal or regulatory risks, particularly with respect to smaller businesses that have immature business processes and compliance programs;
- acquired entities or joint ventures may not operate profitably, which could adversely affect our operating income or operating margins, and we may be unable to recover investments in any such acquisitions;
- acquisitions, investments and joint ventures may require us to spend a significant amount of cash or to issue capital stock, resulting in dilution of ownership; and
- we may not be able to effectively influence the operations of our joint ventures, or we may be exposed to certain liabilities if our joint venture partners do not fulfill their obligations.

If our acquisitions, investments or joint ventures fail, perform poorly or their value is otherwise impaired for any reason, including contractions in credit markets and global economic conditions, our business and financial results could be adversely affected.

In addition, we periodically divest businesses, including businesses that are no longer a part of our ongoing strategic plan. These divestitures similarly require significant investment of time and resources, may disrupt our business, distract management from other responsibilities and may result in losses on disposal or continued financial involvement in the divested business, including through indemnification, guarantee or other financial arrangements, for a period of time following the transaction, which would adversely affect our financial results.

Goodwill and other intangible assets represent approximately 36% of our total assets and any impairment of these assets could negatively impact our results of operations.

Intangible assets with indefinite lives, including goodwill, are tested for impairment at least annually or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Intangible assets with finite lives are assessed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Examples of events or changes in circumstances indicating that the carrying value of intangible assets may not be recoverable could include a significant adverse change in legal factors or in the business climate, an adverse action or assessment by a regulator, unanticipated competition, loss of key personnel, or a more-likely-than-not expectation that a reporting unit or a significant portion of a reporting unit will be sold or otherwise disposed. We face continued uncertainty in our business environment due to the substantial fiscal and economic challenges facing the U.S. Government, our primary customer, as well as challenges in the commercial healthcare industry, compounded by lower levels of U.S. Government reimbursements, including reductions in Medicare reimbursements which in turn impact hospital IT spending. Adverse changes in fiscal and economic conditions, such as the manner in which the budget cuts are implemented, including sequestration, and issues related to the nation’s debt ceiling, could adversely impact our future revenues and profitability. These circumstances could result in an impairment of goodwill and/or other intangibles. Also, adverse equity market conditions that result in a decline in market multiples and our stock price could result in an impairment of goodwill and/or other intangibles. Any future impairment of goodwill or other intangible assets would have a negative impact on our profitability and financial results.

We depend on our teaming arrangements and relationships with other contractors and subcontractors. If we are not able to maintain these relationships, or if these parties fail to satisfy their obligations to us or the customer, our revenues, profitability and growth prospects could be adversely affected.

We rely on our teaming relationships with other prime contractors and subcontractors in order to submit bids for large procurements or other opportunities where we believe the combination of services and products provided by us and the other companies will help us to win and perform the contract. Our future revenues and growth prospects could be adversely affected if other contractors eliminate or reduce their contract relationships with us, or if the U.S. Government terminates or reduces these other contractors’ programs, does not award them new contracts or refuses to pay under a contract. Companies that do not have access to U.S. Government contracts may perform services as our subcontractor and that exposure could enhance such companies’ prospect of securing a future position as a prime U.S. Government contractor which could increase competition for future contracts and impair our ability to perform on contracts.

We may have disputes with our subcontractors arising from, among other things, the quality and timeliness of work performed by the subcontractor, customer concerns about the subcontractor, our failure to extend existing task orders or issue new task orders under a subcontract, our hiring of a subcontractor’s personnel or the subcontractor’s failure to comply with applicable law. Uncertain economic conditions heighten the risk of financial stress of our subcontractors, which could adversely impact their ability to meet their contractual requirements to us. If any of our subcontractors fail to timely meet their contractual obligations or have regulatory compliance or other problems, our ability to fulfill our obligations as a prime contractor or higher tier subcontractor may be jeopardized. Significant losses could arise in future periods and subcontractor performance deficiencies could result in our termination for default. A termination for default could eliminate a revenue source, expose us to liability and have an adverse effect on our ability to compete for future contracts and task orders, especially if the customer is an agency of the U.S. Government.

We provide professional engineering and other services, including engineering-procurement-construction, design build, project delivery and commissioning, in connection with complex projects that involve significant risks and may require long-term capital.

In connection with certain projects, we may commit to a specific completion date or performance standards, which may expose us to significant additional costs and reputational damage if we miss the completion date or fail to achieve the performance standards, including agreed upon financial damages. Project performance can be affected by a number of factors beyond our control, including delays from governmental inaction, public opposition, inability to obtain financing, weather, unavailability or increased price of materials, changes in project scope, accidents, environmental hazards, labor disruptions and other factors. If we assume risks related to these events, such risks may not be insurable or may only be insurable on unacceptable terms. If these events occur, the total project costs could exceed our estimates and we could experience reduced profits or, in some cases, incur a loss on a project, which may reduce or eliminate overall profitability and have an adverse effect on our financial position and cash flows.

We sold our biomass-powered generating facility in Plainfield, Connecticut with consideration consisting of a secured promissory note. A default on the note by the buyer could result in a write-off of a portion or entire value of the note and may adversely affect our profitability.

On July 24, 2015, we completed the sale of our Plainfield Renewable Energy biomass-powered generating facility, with consideration received at closing that included a secured promissory note for approximately $73 million, net of discount (the "Note"). Even though we have no reason to believe a credit risk currently exists, there is a possibility that the buyer could default. In the event of a default, we may need to write-off up to the full value of the Note, which could have an adverse effect on our consolidated financial position, results of operations or cash flows.

Our services and operations sometimes involve using, handling or disposing of hazardous substances, which could expose us to potentially significant liabilities.

Some of our services and operations involve the assessment or remediation of environmental hazards, as well as the use, handling or disposal of hazardous substances. These activities and our operations generally subject us to extensive foreign, federal, state and local environmental protection and health and safety laws and regulations, which, among other things, require us to incur costs to comply with these regulations and could impose liability on us for handling or disposing of hazardous substances. Furthermore, failure to comply with these environmental protection and health and safety laws and regulations could result in civil, criminal, regulatory, administrative or contractual sanctions, including fines, penalties or suspension or debarment from contracting with the U.S. Government. Our current and previous ownership and operation of real property also subjects us to environmental protection laws, some of which hold current or previous owners or operators of businesses and real property liable for hazardous substance releases, even if they did not know of and were not responsible for the releases. If we have any violations of, or incur liabilities pursuant to these laws or regulations, our financial condition and operating results could be adversely affected.

We could incur significant liabilities and suffer negative publicity if our inspection or detection systems fail to detect bombs, explosives, weapons, contraband or other threats.

We design, develop, manufacture, sell, service and maintain various inspection systems that are designed to assist in the detection of bombs, explosives, weapons, contraband or other threats. In some instances, we also train operators of such systems. Many of these systems utilize software algorithms that are probabilistic in nature and subject to significant technical limitations. Many of these systems are also dependent on the performance of their operators. There are many factors, some of which are beyond our control, which could result in the failure of our products to help detect the presence of bombs, explosives, weapons, contraband or other threats. Some of these factors could include operator error, inherent limitations in our systems, and misuse or malfunction of our systems. The failure of our systems to help detect the presence of any of these dangerous materials could lead to injury, death and extensive property damage and may lead to product liability, professional liability, or other claims against us. Further, if our systems fail to, or are perceived to have failed to help detect a threat, the negative publicity from such incident could have a material adverse effect on our business.

Our insurance may be insufficient to protect us from product and other liability claims or losses.

We maintain insurance coverage with third-party insurers as part of our overall risk management strategy and because some of our contracts require us to maintain specific insurance coverage limits. However, not every risk or liability is or can be protected by insurance, and, for those risks we insure, the limits of coverage we purchase or that are reasonably obtainable in the market may not be sufficient to cover all actual losses or liabilities incurred. If any of our third-party insurers fail, cancel our coverage or otherwise are unable to provide us with adequate insurance coverage, then our overall risk exposure and our operational expenses would increase and the management of our business operations would be disrupted. Our insurance may be insufficient to protect us from significant product and other liability claims or losses. Moreover, there is a risk that commercially available liability insurance will not continue to be available to us at a reasonable cost, if at all. If liability claims or losses exceed our current or available insurance coverage, our business, financial position, operating results and prospects may be harmed. Regardless of the adequacy of our liability insurance coverages, any significant claim may have an adverse effect on our industry and market reputation, leading to a substantial decrease in demand for our products and services and reduced revenues.

We face risks associated with our international business.

Our international business operations may be subject to additional and different risks than our U.S. business. Failure to comply with U.S. Government laws and regulations applicable to international business, such as the Foreign Corrupt Practices Act or U.S. export control regulations, could have an adverse impact on our business with the U.S. Government and could expose us to administrative, civil or criminal penalties. Additionally, these risks relating to international operations may expose us to potentially significant contract losses.

In some countries, there is an increased chance for economic, legal or political changes that may adversely affect the performance of our services, sale of our products or repatriation of our profits. International transactions can also involve increased financial and legal risks arising from foreign exchange rate variability, imposition of tariffs or additional taxes, restrictive trade policies, any delay or failure to collect amounts due to us and differing legal systems. We provide services and products in support of U.S. Government customers in countries with governments that may be or may become unstable, which increases the risk of an incident resulting in injury or loss of life, or damage or destruction of property or inability to meet our contractual obligations. Although our international operations have historically generated a small proportion of our revenues, we are seeking to grow our international business, in which case these regulatory, geopolitical and other factors may have a greater impact on our business in the future and could adversely affect our business.

We have only a limited ability to protect our intellectual property rights, which are important to our success. Our failure to adequately protect our proprietary information and intellectual property rights could adversely affect our competitive position.

We rely principally on trade secrets to protect much of our intellectual property in cases where we do not believe that patent protection is appropriate or obtainable. However, trade secrets are difficult to protect. Although our employees are subject to confidentiality obligations, this protection may be inadequate to deter or prevent misappropriation of our confidential information. We may be unable to detect unauthorized use of our intellectual property or otherwise take appropriate steps to enforce our rights. Failure to obtain or maintain trade secret protection could adversely affect our competitive business position. If we are unable to prevent third parties from infringing or misappropriating our copyrights, trademarks or other proprietary information, our competitive position could be adversely affected. In addition, in connection with the performance of services, the U.S. Government has certain rights to inventions, data, software codes and related material that we develop under government-funded contracts and subcontracts, which means that U.S. Government may disclose or license our information to third parties, including, in some instances, our competitors.

In the course of conducting our business, we may inadvertently infringe the intellectual property rights of others, resulting in claims against us or our customers. Our contracts generally indemnify our customers for third-party claims for intellectual property infringement by the services and products we provide. The expense of defending these claims may adversely affect our financial results.

Business disruptions caused by natural disasters and other crises could adversely affect our profitability and our overall financial position.

We have significant operations located in regions of the United States that may be exposed to damaging storms and other natural disasters, such as hurricanes, tornadoes, blizzards, flooding, wildfires or earthquakes. Our business could also be disrupted by pandemics and other national or international crises. Although preventative measures may help mitigate the damage from such occurrences, the damage and disruption to our business resulting from any of these events may be significant. If our insurance and other risk mitigation mechanisms are not sufficient to recover all costs, including loss of revenues from sales to customers, we could experience a material adverse effect on our financial position and results of operations. Performance failures and disruptions by our subcontractors due to these types of events may also adversely affect our ability to perform our obligations on a prime contract, which could reduce our profitability due to damages or other costs that may not be fully recoverable from the subcontractor or the customer and could result in a termination of the prime contract and have an adverse effect on our ability to compete for future contracts.

Our financial results may vary significantly from period-to-period.

Our financial results may fluctuate as a result of a number of factors, many of which are outside of our control. For these reasons, comparing our operating results on a period-to-period basis may not be meaningful, and you should not rely on our past results as an indication of our future performance. Our financial results may be negatively affected by any of the risk factors listed in this “Risk Factors” section and other matters described elsewhere in this Transition Report on Form 10-K.

We use estimates in accounting for many of our programs and changes in our estimates could adversely affect our future financial results.

Accounting for many of our programs requires judgment relative to assessing risks, including risks associated with estimating directed delays and reductions in scheduled deliveries, unfavorable resolutions of claims and contractual matters, judgments associated with estimating contract revenues and costs, and assumptions for schedule and technical issues. Due to the size and nature of many of our contracts, the estimation of total revenues and cost at completion is complicated and subject to many variables. For example, we must make assumptions regarding the length of time to complete the contract because costs also include expected increases in wages and prices for materials, consider whether the intent of entering into multiple contracts was effectively to enter into a single project in order to determine whether such contracts should be combined or segmented, consider incentives or penalties related to performance on contracts in estimating revenue and profit rates, and record them when there is sufficient information for us to assess anticipated performance; and use estimates of award fees in estimating revenue and profit rates based on actual and anticipated awards. Because of the significance of the judgments and estimation processes involved in accounting for construction and production type contracts, materially different amounts could be recorded if we used different assumptions or if the underlying circumstances were to change. Changes in underlying assumptions, circumstances or estimates may adversely affect our future results of operations and financial condition.

The spin-off of our technical, engineering and enterprise information technology services business could result in substantial tax liability to us and our stockholders.

We received a private letter ruling from the IRS and an opinion of tax counsel substantially to the effect that, for U.S. federal income tax purposes, the spin-off and certain related transactions qualify for tax-free treatment under certain sections of the Internal Revenue Code. However, if the factual assumptions or representations made in the private letter ruling request or the opinion are inaccurate or incomplete in any material respect, including those relating to the past and future conduct of our business, we will not be able to rely on the ruling or the opinion. Furthermore, the opinion covered certain matters on which the IRS does not rule and will not be binding on the IRS or the courts. Accordingly, the IRS or the courts may challenge the conclusions stated in the opinion and such challenge could prevail.

If, notwithstanding receipt of the private letter ruling and opinion, the spin-off and certain related transactions are determined to be taxable, we would be subject to a substantial tax liability. In addition, if the spin-off transaction is taxable, each holder of our common stock who received shares of the new company would generally be treated as receiving a taxable distribution of property in an amount equal to the fair market value of the shares received, thereby potentially increasing such holder’s tax liability.

Even if the spin-off otherwise qualified as a tax-free transaction, the distribution could be taxable to us (but not to our stockholders) in certain circumstances if future significant acquisitions of our stock or the stock of the new company are deemed to be part of a plan or series of related transactions that include the spin-off. In this event, the resulting tax liability could be substantial. In connection with the spin-off, we entered into a tax matters agreement with the new company, under which it agreed not to enter into any transaction without our consent that could cause any portion of the spin-off to be taxable to us and to indemnify us for any tax liabilities resulting from such transactions. These obligations and potential tax liabilities may discourage, delay or prevent a change of control of our company.

We may be unable to satisfy the conditions or obtain the approvals required to complete the Lockheed Martin Transaction or such approvals may contain material restrictions or conditions.

The consummation of the Lockheed Martin Transaction is subject to numerous conditions, including, among others, (1) the consummation of the Separation and the Distribution in accordance with the Separation Agreement, (2) the expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the receipt of any necessary regulatory approvals in other jurisdictions, (3) the effectiveness of registration statements to be filed with the SEC, (4) the approval by Leidos' stockholders of the issuance of Leidos common stock in the Merger (the "Share Issuance"), (5) the receipt by Lockheed Martin of an opinion of tax counsel as to the tax-free nature of the Distribution to Lockheed Martin and its stockholders and the receipt by Leidos and Lockheed Martin of opinions of their respective tax counsel regarding the treatment of the Merger as a "reorganization" for U.S. federal income tax purposes, and (6) the receipt by Leidos, Lockheed Martin and Abacus Innovations Corporation, a Delaware corporation and a wholly owned subsidiary of Lockheed Martin ("Spinco"), of solvency opinions customary in transactions of this type. We can make no assurances that the Lockheed Martin Transaction will be consummated on the terms or timeline currently contemplated, or at all. We have and will continue to expend management's time and resources and incur legal, advisory and financial services fees related to the Lockheed Martin Transaction. These expenses must be paid regardless of whether the Merger is consummated.

Governmental agencies may not approve the Lockheed Martin Transaction or may impose conditions to the approval of the Lockheed Martin Transaction or require changes to the terms of the Lockheed Martin Transaction. Any such conditions or changes could have the effect of delaying completion of the Lockheed Martin Transaction, imposing costs on or limiting the revenues of the combined company following the Lockheed Martin Transaction or otherwise reducing the anticipated benefits of the Lockheed Martin Transaction. Any condition or change which results in a material adverse effect on Lockheed Martin's business and/or us under the merger agreement may cause Lockheed Martin and/or us to restructure or terminate the Lockheed Martin Transaction.

Leidos and Spinco will need to obtain debt financing to complete the Lockheed Martin Transaction. Although commitment letters have been obtained from various lenders, the obligations of the lenders under the commitment letters are subject to the satisfaction or waiver of customary conditions. Accordingly, there can be no assurance that these conditions will be satisfied or, if not satisfied, waived by the lenders. If Leidos is not able to obtain alternative financing on commercially reasonable terms, it could prevent the consummation of the Lockheed Martin Transaction or materially and adversely affect Leidos' business, liquidity, financial condition and results of operations if the Lockheed Martin Transaction is ultimately consummated.

If completed, the Lockheed Martin Transaction may not be successful or achieve its anticipated benefits.

We entered into the Lockheed Martin Transaction with the expectation that it would result in various benefits to us and our stockholders. The success of the Lockheed Martin Transaction will depend, in part, on the ability of the combined company to realize anticipated growth opportunities. The combined company's success in realizing these growth opportunities, and the timing of this realization, depends in part on the successful integration of our business and operations with the newly merged business and operations. After the Lockheed Martin Transaction, we will have significantly more revenue, expenses, assets and employees than we did prior to the Lockheed Martin Transaction. We may not successfully or cost-effectively integrate the acquired business and operations into our business and operations. Even if the combined company is able to integrate the merged businesses and operations successfully, this integration may not result in the realization of the full benefits of the growth opportunities that we currently expect from the Lockheed Martin Transaction within the anticipated time frame, or at all.

The merger agreement contains provisions that may discourage other companies from trying to acquire us.

The merger agreement contains provisions that may discourage a third party from submitting a business combination proposal to us prior to the closing of the Lockheed Martin Transaction that might result in greater value to Leidos' stockholders than the Lockheed Martin Transaction. The merger agreement generally prohibits us from soliciting any alternative transaction proposal, although we may terminate the merger agreement in order to accept an unsolicited alternative transaction proposal that our Board of Directors determines is superior to the Lockheed Martin Transaction. In addition, before our board may withdraw or modify its recommendation or we may terminate the merger agreement to enter into a transaction that our board determines is superior to the Lockheed Martin Transaction, Lockheed Martin has the opportunity to negotiate with us to modify the terms of the Lockheed Martin Transaction in response to any competing acquisition proposals that may be made. If the merger agreement is terminated by us or Lockheed Martin in certain limited circumstances, we may be obligated to pay a termination fee to Lockheed Martin, which would represent an additional cost for a potential third party seeking a business combination with us.

Failure to complete the Lockheed Martin Transaction could adversely affect the market price of Leidos common stock as well as our business, financial condition and results of operations.

If the Lockheed Martin Transaction is not completed for any reason, the price of Leidos common stock may decline, or the company's business, financial condition and results of operations may be impacted to the extent that the market price of Leidos common stock reflects positive market assumptions that the Lockheed Martin Transaction will be completed and the related benefits will be realized; based on significant expenses, such as legal, advisory and financial services which generally must be paid regardless of whether the Lockheed Martin Transaction is completed; based on potential disruption of the business of Leidos and distraction of its workforce and management team; and the requirement in the merger agreement that, under certain limited circumstances, we must pay Lockheed Martin a termination fee or reimburse Lockheed Martin for expenses relating to the Lockheed Martin Transaction.

Investors holding shares of Leidos common stock immediately prior to the completion of the Lockheed Martin Transaction will, in the aggregate, have a significantly reduced ownership and voting interest in us after the Lockheed Martin Transaction and will exercise less influence over management.

Investors holding shares of Leidos common stock immediately prior to the completion of the Lockheed Martin Transaction will, in the aggregate, own a significantly smaller percentage of the combined company immediately after the completion of the Lockheed Martin Transaction. Immediately following the completion of the Lockheed Martin Transaction, it is expected that Lockheed Martin shareholders will hold approximately 50.5% of the outstanding shares of Leidos common stock. Leidos' existing stockholders will continue to hold the remaining approximately 49.5% of the outstanding shares of Leidos common stock. Consequently, Leidos stockholders, collectively, will be able to exercise less influence over the management and policies of the combined company than they will be able to exercise over the management and our policies immediately prior to the completion of the Lockheed Martin Transaction.

We are required to abide by potentially significant restrictions which could limit our ability to undertake certain corporate actions (such as the issuance of Leidos common stock or the undertaking of a merger or consolidation) that otherwise could be advantageous.

The merger agreement and the tax matters agreement impose certain ongoing restrictions on us to ensure that applicable statutory requirements under the Internal Revenue Code of 1986, as amended, and applicable Treasury regulations are met so that the Lockheed Martin Transaction qualifies as tax-free to Lockheed Martin and its shareholders. As a result of these restrictions, our ability to engage in certain transactions may be limited.

If we take any actions that would cause the Lockheed Martin Transaction to become taxable, we generally will be required to bear the cost of any resulting tax liability. If the Lockheed Martin Transaction became taxable, Lockheed Martin would be expected to recognize a substantial amount of income, which would result in a material amount of taxes. Any such taxes allocated to us would be expected to be material to us, and could cause our business, financial condition and operating results to suffer. These restrictions may reduce our ability to engage in certain business transactions that otherwise might be advantageous to us.

Leidos expects to incur new indebtedness in connection with the Lockheed Martin Transaction, and the degree to which Leidos will be leveraged following completion of the transaction may have a material adverse effect on Leidos' business, financial condition or results of operations and cash flows.

On January 26, 2016, we and certain financial institutions executed commitment letters pursuant to which the financial institutions have agreed to provide financing to Spinco to finance the amount of the Spinco debt and to provide financing to Leidos to fund the special dividend of approximately $1.03 billion to its stockholders. Leidos' ability to make payments on and to refinance its indebtedness, including the debt incurred pursuant to the Lockheed Martin Transaction, as well as any future debt that Leidos may incur, will depend on, among other things, Leidos' ability to generate cash in the future from operations, financings or asset sales. Leidos' ability to generate cash is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond Leidos' control.

If Leidos is not able to repay or refinance its debt as it becomes due, Leidos may be forced to sell assets or take other disadvantageous actions, including (i) reducing financing in the future for working capital, capital expenditures and general corporate purposes or (ii) dedicating an unsustainable level of Leidos' cash flow from operations to the payment of principal and interest on Leidos' indebtedness. In addition, Leidos' ability to withstand competitive pressures and to react to changes in Leidos' industry could be impaired. The lenders who hold such debt could also potentially accelerate amounts due, which could potentially trigger a default or acceleration of any of Leidos' other debt.

In addition, Leidos may increase its debt or raise additional capital following the Lockheed Martin Transaction, subject to restrictions in Leidos' debt agreements and agreements entered into in connection with the Lockheed Martin Transaction. If Leidos' cash flow from operations is less than it anticipates, or if Leidos' cash requirements are more than it expects, Leidos may require more financing. However, debt or equity financing may not be available to Leidos on terms acceptable to Leidos, if at all. If Leidos incurs additional debt or raises equity through the issuance of preferred stock, the terms of the debt or preferred stock issued may give the holders rights, preferences and privileges senior to those of holders of Leidos' common stock, particularly in the event of liquidation. The terms of the debt may also impose additional and more stringent restrictions on Leidos' operations than it currently has. If Leidos raises funds through the issuance of additional equity, your percentage ownership in Leidos would be diluted. If Leidos is unable to raise additional capital when needed, it could affect Leidos' financial condition, which could negatively affect your investment in Leidos. Also, regardless of the terms of Leidos' debt or equity financing, the amount of Leidos' stock that it can issue may be limited because the issuance of Leidos' stock may cause the Distribution to be a taxable event for Lockheed Martin, and under the tax matters agreement, Leidos could be required to indemnify Lockheed Martin for the resulting tax.

Risks Relating to Our Stock

We cannot assure you that we will continue to pay dividends on our common stock.

In March 2012, our Board of Directors approved the initiation of a quarterly dividend program. The timing, declaration, amount and payment of any future dividends fall within the discretion of our Board of Directors and will depend on many factors, including our available cash, estimated cash needs, earnings, financial condition, operating results, capital requirements, as well as limitations in our contractual agreements, applicable law, regulatory constraints, industry practice and other business considerations that our Board of Directors considers relevant. A change in our dividend program could have an adverse effect on the market price of our common stock.

Provisions in our charter documents and under Delaware law could delay or prevent transactions that many stockholders may favor.

Some provisions of our certificate of incorporation and bylaws may have the effect of delaying, discouraging or preventing a merger or acquisition that our stockholders may consider favorable, including transactions in which stockholders might receive a premium for their shares. These restrictions, which may also make it more difficult for our stockholders to elect directors not endorsed by our current directors and management, include the following:

- Our certificate of incorporation provides that our bylaws and certain provisions of our certificate of incorporation may be amended by only two-thirds or more voting power of all of the outstanding shares entitled to vote. These supermajority voting requirements could impede our stockholders’ ability to make changes to our certificate of incorporation and bylaws.

- Our certificate of incorporation contains certain supermajority voting provisions, which generally provide that mergers and certain other business combinations between us and a related person be approved by the holders of securities having at least 80% of our outstanding voting power, as well as by the holders of a majority of the voting power of such securities that are not owned by the related person.
- Our stockholders may not act by written consent. As a result, a holder, or holders, controlling a majority of our capital stock are limited in their ability to take certain actions other than in connection with its annual stockholders' meeting or a special meeting called at the request of qualified stockholders as provided in our certificate of incorporation and bylaws.
- Our Board of Directors may issue, without stockholder approval, shares of undesignated preferred stock. The ability to authorize undesignated preferred stock makes it possible for our Board of Directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to acquire us.

As a Delaware corporation, we are also subject to certain restrictions on business combinations. Under Delaware law, a corporation may not engage in a business combination with any holder of 15% or more of its capital stock unless the holder has held the stock for three years, or among other things, our Board of Directors has approved the business combination or the transaction pursuant to which such person became a 15% holder prior to the time the person became a 15% holder.

Forward-Looking Statement Risks

You may not be able to rely on forward-looking statements.

This Transition Report on Form 10-K contains forward-looking statements that are based on our management's belief and assumptions about the future in light of information currently available to our management. In some cases, you can identify forward-looking statements by words such as "may," "will," "should," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "continue," and similar words or phrases or the negative of these words or phrases. These statements relate to future events or our future financial performance, and involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. These statements may include statements regarding the proposed Lockheed Martin Transaction using a "Reverse Morris Trust" structure, the expected timetable for completing the transaction, benefits and synergies of the transaction, and future opportunities for the combined company following the transaction. Although we believe that the expectations reflected in the forward-looking statements are reasonable when made, we cannot guarantee future results, levels of activity, performance or achievements. There are a number of important factors that could cause our actual results to differ materially from those results anticipated by our forward-looking statements, which include, but are not limited to:

- developments in the U.S. Government defense budget, including budget reductions, sequestration, implementation of spending limits or changes in budgetary priorities, or delays in the U.S. Government budget process or approval of raising the debt ceiling;
- delays in the U.S. Government contract procurement process or the award of contracts and delays or loss of contracts as a result of competitor protests;
- changes in U.S. Government procurement rules, regulations, and practices;
- our compliance with various U.S. Government and other government procurement rules and regulations;
- governmental reviews, audits and investigations of our company;
- our ability to effectively compete and win contracts with the U.S. Government and other customers;
- our reliance on information technology spending by hospitals/health care organizations;
- our reliance on infrastructure investments by industrial and natural resources organizations;
- energy efficiency and alternative energy sourcing investments;

- investments by U.S. Government and commercial organizations in environment impact and remediation projects;
- our ability to attract, train and retain skilled employees, including our management team, and to obtain security clearances for our employees;
- our ability to accurately estimate costs associated with our firm-fixed-price and other contracts;
- resolution of legal and other disputes with our customers and others or legal or regulatory compliance issues;
- cybersecurity, data security or other security threats, system failures or other disruptions of our business;
- our ability to effectively acquire businesses and make investments;
- our ability to maintain relationships with prime contractors, subcontractors and joint venture partners;
- our ability to manage performance and other risks related to customer contracts, including complex engineering or design build projects;
- the failure of our inspection or detection systems to detect threats;
- the adequacy of our insurance programs designed to protect us from significant product or other liability claims;
- our ability to manage risks associated with our international business;
- factors relating to the satisfaction of the conditions to the proposed transaction with Lockheed Martin, including regulatory approvals and the required approvals of our stockholders;
- our and Lockheed Martin's ability to meet expectations regarding the timing, completion and accounting and tax treatments of the transaction with Lockheed Martin;
- the possibility that we may be unable to achieve expected synergies and operating efficiencies in connection with the transaction with Lockheed Martin within the expected time-frames or at all;
- the integration of the Information Systems & Global Solutions business being acquired from Lockheed Martin being more difficult, time-consuming or costly than expected;
- the effect of any changes resulting from the proposed transaction in customer, supplier and other business relationships;
- general market perception of the proposed transaction with Lockheed Martin;
- exposure to lawsuits and contingencies associated with Lockheed Martin’s Information Systems & Global Solutions business;
- our ability to declare future dividends based on our earnings, financial condition, capital requirements and other factors, including compliance with applicable law and our agreements;
- risks associated with the spin-off of our technical, engineering and enterprise information technology services business, such as unknown liabilities and risks associated with joint performance;
- our ability to grow our commercial health and engineering businesses, which could be negatively affected by budgetary constraints faced by hospitals and by developers of energy and infrastructure projects; and
- our ability to execute our business plan and long-term management initiatives effectively and to overcome these and other known and unknown risks that we face.

We do not undertake any obligation to update or revise any of the forward-looking statements to reflect events, circumstances, changes in expectations, or the occurrence of unanticipated events after the date of those statements or to conform these statements to actual results.

Item 1B. ***Unresolved Staff Comments***

None.

Item 2. ***Properties***

As of January 1, 2016, we conducted our operations in approximately 190 offices located in 40 states, the District of Columbia and various foreign countries. We consider our facilities suitable and adequate for our present needs. We occupy approximately 4.6 million square feet of floor space. Of this amount, we own approximately 0.7 million square feet, and the remaining balance is leased. Our major locations are in the Washington, D.C., metropolitan area, where we occupy a combination of leased and owned floor space of approximately 2.3 million square feet. We also have employees working at customer sites throughout the United States and in other countries. As of January 1, 2016, we owned the following properties:

Location	Number of buildings	Square footage	Acreage
San Diego, California	2	262,000	13.5
Columbia, Maryland	1	95,000	7.3
Colorado Springs, Colorado	1	86,000	14.1
Orlando, Florida	1	85,000	8.5
Oak Ridge, Tennessee	1	83,000	8.4
Reston, Virginia	1	62,000	2.6

The nature of our business is such that there is no practicable way to relate occupied space to our reportable segments. See Note 16 of the combined notes to consolidated financial statements contained within this Transition Report on Form 10-K for information regarding commitments under leases.

Item 3. ***Legal Proceedings***

We have provided information about legal proceedings in which we are involved in Note 19 of the combined notes to the consolidated financial statements contained within this Transition Report on Form 10-K.

In addition to the matters disclosed in Note 19, we are routinely subject to investigations and reviews relating to compliance with various laws and regulations. Additional information regarding such investigations and reviews is set forth in "Note 20—Other Commitments and Contingencies–Government Investigations and Reviews" of the combined notes to the consolidated financial statements contained within this Transition Report on Form 10-K.

Item 4. ***Mine Safety Disclosures***

Not applicable.

PART I

Executive Officers of the Registrant

The following is a list of the names and ages (as of February 26, 2016) of our executive officers, indicating all positions and offices held by each such person and each such person’s business experience during at least the past five years. All such persons have been elected to serve until their successors are elected and qualified or until their earlier resignation or removal.

Name of officer	Age	Position(s) with the company and prior business experience
Sarah K. Allen	57	Executive Vice President and Chief Human Resources Officer since 2013. Prior to joining Leidos in September 2008, Ms. Allen served as the Director of Human Resources in the TASC Business Unit of Northrop Grumman Corporation. Earlier in her career, she held positions with TRW Environmental Safety Systems, Honeywell and Hewlett-Packard Company.
S. Gulu Gambhir	47	Chief Technology Officer and Executive Vice President since 2013. Prior to that time, Mr. Gambhir served as National Security Sector Chief Technology Officer and Senior Vice President since 2009. Before joining Leidos Mr. Gambhir served as Director of Northrop Grumman's Science and Technology Operating Unit of TASC, holding a variety of technical and managerial roles since 1991. Previously, he worked at Space Applications Corporation and COMSAT Laboratories.
Roger A. Krone	59	Chief Executive Officer since July 2014, Mr. Krone is also Chairman of the Board. He brings more than 36 years of operational, strategic, and financial execution experience for some of the nation’s most prominent names in aerospace. Mr. Krone has held senior program management and finance positions at The Boeing Company, McDonnell Douglas Corp., and General Dynamics. Mr. Krone is currently a member of the Georgia Tech Foundation Board of Trustees and a member of the board of WETA Public Television and Radio in Washington, D.C. He is a long-time supporter of the Urban League, and currently serves on the board of the Greater Washington chapter. He is also a member of the Executive Council of the Aerospace Industries Association (AIA) and a member of the AOPA Foundation's Board of Visitors.
Michael E. Leiter	46	Executive Vice President for Business Development and Strategy since November 2014. Prior to joining Leidos, Mr. Leiter served as Head of Global Government & Commercial Cyber Operations, and Senior Counselor to the Chief Executive Officer, of Palantir Technologies from 2011 to 2014. Before entering the private sector, he served as the Director of the National Counterterrorism Center (NCTC) from 2007 until 2011.
Vincent A. Maffeo	65	Executive Vice President and General Counsel since June 2010. Prior to joining Leidos, from 1977 to 2009, Mr. Maffeo was with ITT Corporation, a high-technology engineering and manufacturing company, where he served as Senior Vice President and General Counsel from 1995 until 2009. He held various other increasingly responsible legal positions at ITT Corporation in the telecommunications, defense and automotive businesses, and at the European Headquarters of ITT Europe, before becoming General Counsel.
James C. Reagan	57	Executive Vice President, Chief Financial Officer since July 2015 and Principal Accounting Officer since January 2016. Prior to joining Leidos, from 2012 to 2015, Mr. Reagan was with Vencore, Inc. (formerly The SI Organization, Inc.), a provider of information solutions, and engineering and analysis services to the U.S. Intelligence Community, Department of Defense, and federal and civilian agencies, where he served as Senior Vice President and Chief Financial Officer. From 2011 to 2012, Mr. Reagan was Executive Vice President and Chief Financial Officer of PAE, Inc., a provider of mission support services to the U.S. Government. Mr. Reagan is a Certified Public Accountant.
Jonathan W. Scholl	54	President, Health and Engineering Sector since June 2015. Prior to joining Leidos, Mr. Scholl served for five years as the Chief Strategy Officer for Texas Health Resources, one of the largest nonprofit health care delivery systems in the country. Prior to that, he spent 15 years with The Boston Consulting group and served as Head of their North American Healthcare Provider Practice and leader of their Lean Six Sigma initiative for hospitals. He also served as vice president for applications development for the TenFold HealthCare Group in Dallas. Mr. Scholl served five years in the U.S. Navy as a nuclear submarine officer and nuclear power plant instructor.

Pursuant to General Instruction G(3) of General Instructions to Form 10-K, the list above is included as an unnumbered Item in Part I of this Transition Report on Form 10-K in lieu of being included in an amendment to this Transition Report on Form 10-K or incorporated by reference from Leidos' 2016 Proxy Statement.

Item 5. ***Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities***

Leidos' common stock is listed on the New York Stock Exchange ("NYSE") under the ticker symbol “LDOS.” Leidos, Inc. is a wholly-owned subsidiary of Leidos and there is no public trading market for common stock of Leidos, Inc. The range of high and low sales prices at closing of Leidos' common stock on the NYSE for the 11-month period ended January 1, 2016, and fiscal 2015 are presented below.

Historical Stock Prices

	11 Months Ended			
	January 1, 2016			
Fiscal Quarter	High		Low	
1st quarter (January 31, 2015 to April 3, 2015) [(1)]	$	46.76	$	41.30
2nd quarter (April 4, 2015 to July 3, 2015)	$	43.20	$	39.63
3rd quarter (July 4, 2015 to October 2, 2015)	$	45.03	$	38.05
4th quarter (October 3, 2015 to January 1, 2016)	$	59.05	$	43.42

(1) The first quarter of the 11-month period ended January 1, 2016, included only two months as a result of the change in our fiscal year-end.

	12 Months Ended			
	January 30, 2015			
Fiscal Quarter	High		Low	
1st quarter (February 1, 2014 to May 2, 2014)	$	46.07	$	34.64
2nd quarter (May 3, 2014 to August 1, 2014)	$	40.72	$	36.66
3rd quarter (August 2, 2014 to October 31, 2014)	$	38.20	$	33.21
4th quarter (November 1, 2014 to January 30, 2015)	$	44.41	$	36.64

Holders of Common Stock

As of February 17, 2016, there were approximately 24,153 holders of record of Leidos common stock. The number of stockholders of record of Leidos common stock is not representative of the number of beneficial owners due to the fact that many shares are held by depositories, brokers, or nominees. Leidos is the holder of record of all Leidos, Inc.'s common stock.

Dividend Policy

During the 11-month period ended January 1, 2016, and fiscal 2015, Leidos declared and paid quarterly dividends totaling $1.28 per share of Leidos common stock in each period. Leidos currently intends to continue paying dividends on a quarterly basis, although the declaration of any future dividends will be determined by Leidos' Board of Directors and will depend on many factors, including available cash, estimated cash needs, earnings, financial condition, operating results, and capital requirements, as well as limitations in our contractual agreements, applicable law, regulatory constraints, industry practice and other business considerations that the Board of Directors considers relevant. Our ability to declare and pay future dividends on Leidos stock may be restricted by the provisions of Delaware law and covenants in our then-existing indebtedness arrangements.

In connection with the Lockheed Martin Transaction, prior to the consummation of the transaction, and subject to applicable law, Leidos shall declare and pay a special dividend of approximately $1.03 billion to its stockholders, conditioned on completion of the Lockheed Martin Transaction. The special dividend will be funded by a combination of new borrowing and cash on hand.

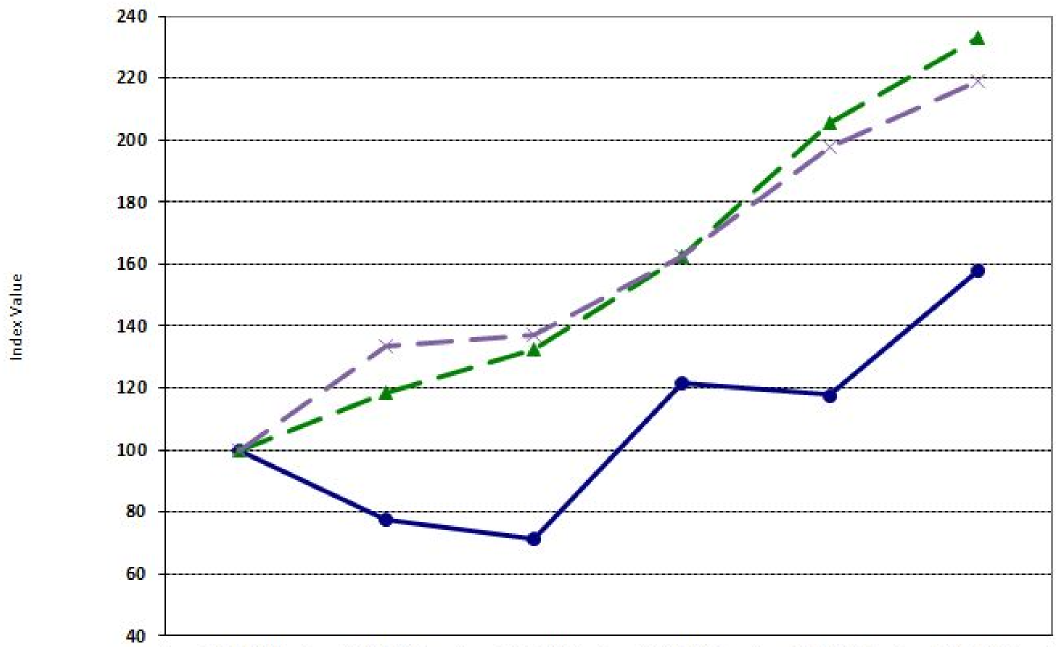
Leidos, Inc. has not declared or paid cash dividends to Leidos Holdings, Inc. Leidos, Inc. may declare and pay cash dividends to Leidos Holdings, Inc. from time to time, but there is no present intention to do so.

Stock Performance Graph

In fiscal 2015, we chose to use the Standard & Poor's MidCap 400 index to replace the Standard & Poor's 500 index. The market cap composition of the Standard & Poor's MidCap 400 index more closely aligns with Leidos' market cap, as compared to the Standard & Poor's 500 index, while similarly providing a broad market representation of industries.

The following graph compares the total cumulative five-year return on Leidos common stock through January 1, 2016 to two indices: (i) the Standard & Poor’s MidCap 400 index and (ii) the Standard & Poor’s North American Technology Services index. The graph assumes an initial investment of $100 on December 31, 2010, and that dividends, if any, have been reinvested. On September 27, 2013, we completed the spin-off of New SAIC. Our stockholders received one share of New SAIC common stock for every seven shares of our common stock held on the record date (September 19, 2013). The effect of the spin-off is reflected in the cumulative total return as a reinvested dividend. The comparisons in the graph are required by the SEC, based upon historical data and are not intended to forecast or be indicative of possible future performance of Leidos common stock.

Leidos Total Shareholder Return vs. S&P MidCap 400 and S&P North American Tech - Svcs



	12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
Leidos Stock Price	100	77	71	122	118	158
S&P North American Tech - Svcs Index	100	118	132	163	205	233
S&P 400 Composite Index	100	133	137	162	198	219

*Leidos SAIC split effective 9/28/13 *4 for 1 stock split adjusted Leidos historical price

Purchases of Equity Securities

In December 2013, our Board of Directors authorized a stock repurchase program ("2013 Stock Repurchase Program") under which we may repurchase up to 20 million shares of Leidos common stock. This share repurchase authorization replaced the March 2012 share repurchase authorization of 10 million shares. Stock repurchases may be made on the open market or in privately negotiated transactions with third parties including through accelerated share repurchase agreements. Whether repurchases are made and the timing and actual number of shares repurchased depends on a variety of factors including price, corporate capital requirements, other market conditions and regulatory requirements. The repurchase program may be accelerated, suspended, delayed or discontinued at any time.

The following table presents repurchases of Leidos common stock during the quarter ended January 1, 2016:

Period	(a) Total Number of Shares (or Units) Purchased[1]		(b) Average Price Paid per Share (or Unit)	(c) Total Number of Shares (or Units) Purchased as Part of Publicly Announced Repurchase Plans or Programs [2]	(d) Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs [2]
October 3, 2015 - October 31, 2015	19,503	$	50.23	—	5,718,172
November 1, 2015 - November 30, 2015	20,307		54.31	—	5,718,172
December 1, 2015 - December 31, 2015	4,160		56.40	—	5,718,172
As of January 1, 2016	—		—	—	5,718,172
Total	43,970	$	52.70	—	

(1) The total number of shares purchased includes: (i) shares surrendered to satisfy statutory tax withholdings obligations related to vesting of restricted stock awards; and (ii) shares surrendered in payment of the exercise price of non-qualified stock options and/or to satisfy statutory tax withholdings obligations.

(2) We may repurchase up to 20 million shares of Leidos common stock under the 2013 Stock Repurchase Program, which was publicly announced in December 2013.

Item 6. *Selected Financial Data*

The selected financial data for the five-year period set forth below is derived from our consolidated financial statements for the 11-month period ended January 1, 2016, and for the fiscal years 2015 through 2012. As Leidos Holdings, Inc. is a holding company and it consolidates Leidos, Inc. for financial statement purposes, the following financial data relates to both companies, except where otherwise indicated. Leidos, Inc.’s revenues and expenses comprise 100% of Leidos Holdings, Inc.'s revenues and operating expenses. In addition, Leidos, Inc. comprises approximately the entire balance of Leidos Holdings, Inc.’s assets, liabilities and operating cash flows, except for an interest-bearing note between Leidos, Inc. and Leidos Holdings, Inc.

This information should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II and our consolidated financial statements and the combined notes thereto contained within this Transition Report on Form 10-K.

	11 Months Ended[1]	12 Months Ended[1]			
	January 1, 2016[2]	January 30, 2015[3]	January 31, 2014[4]	January 31, 2013	January 31, 2012[5]
		(in millions, except for per share amounts)			
Consolidated Statement of Income Data:					
Leidos Holdings, Inc.:					
Revenues	**$ 4,712**	$ 5,063	$ 5,755	$ 6,449	$ 5,804
Operating income (loss)	**320**	(214)	163	421	(64)
Income (loss) from continuing operations	**243**	(330)	84	323	(239)
(Loss) income from discontinued operations, net of tax	**(1)**	7	80	202	298
Net income (loss)	**$ 242**	$ (323)	$ 164	$ 525	$ 59
Earnings (loss) per share:					
Basic:					
Income (loss) from continuing operations	**$ 3.33**	$ (4.46)	$ 0.98	$ 3.81	$ (2.85)
(Loss) income from discontinued operations	**(0.01)**	0.10	0.96	2.38	3.53
	$ 3.32	$ (4.36)	$ 1.94	$ 6.19	$ 0.68
Diluted:					
Income (loss) from continuing operations	**$ 3.28**	$ (4.46)	$ 0.98	$ 3.81	$ (2.85)
(Loss) income from discontinued operations	**(0.01)**	0.10	0.96	2.38	3.53
	$ 3.27	$ (4.36)	$ 1.94	$ 6.19	$ 0.68
Cash dividend per common share	**$ 1.28**	$ 1.28	$ 5.60	$ 1.92	$ —
Leidos, Inc.:					
Revenues	**$ 4,712**	$ 5,063	$ 5,755	$ 6,449	$ 5,804
Operating income (loss)	**320**	(214)	163	421	(64)
Income (loss) from continuing operations	**249**	(324)	86	324	(242)
(Loss) income from discontinued operations	**(1)**	7	80	202	298
Net income (loss)	**$ 248**	$ (317)	$ 166	$ 526	$ 56

	January 1, 2016	January 30, 2015	January 31, 2014	January 31, 2013	January 31, 2012
			(in millions)		
Consolidated Balance Sheet Data:					
Leidos Holdings, Inc.:					
Total assets	**$ 3,377**	$ 3,281	$ 4,162	$ 5,875	$ 6,667
Notes payable and long-term debt, including current portion	**$ 1,088**	$ 1,166	$ 1,333	$ 1,295	$ 1,845
Other long-term liabilities	**$ 183**	$ 168	$ 227	$ 170	$ 158

(1) References to financial data are to the Company's continuing operations, unless otherwise noted. During the year ended January 31, 2014, the Company completed the spin-off of New SAIC. The operating results of New SAIC are included in discontinued operations.

(2) Reflects the 11-month period of January 31, 2015, through January 1, 2016 as a result of the change in our fiscal year end. All other periods presented include twelve months as originally reported. For further information see, Note 1 "*Summary of Significant Accounting Policies—Reporting Periods*" of the combined notes to the consolidated financial statements contained within this Transition Report on Form 10-K. The 11-month period ended January 1, 2016, results include a gain on a real estate sale of $82 million, tangible asset impairment charges of $29 million, intangible asset impairment charges of $4 million and bad debt expense of $8 million. For further information see, Note 16 *"Leases—Sale and Leaseback Agreement",* Note 3 *"Acquisitions",* Note 4 *"Goodwill and Intangible Assets" and* Note 5 *"Receivables"* of the combined notes to the consolidated financial statements contained within this Transition Report on Form 10-K.

(3) Fiscal 2015 results include goodwill impairment charges of $486 million, intangible asset impairment charges of $41 million and a tangible asset impairment charge of $40 million. For further information see, Note 4 *"Goodwill and Intangible Assets"* and Note 3 *"Acquisitions"* of the combined notes to the consolidated financial statements contained within this Transition Report on Form 10-K.

(4) Fiscal 2014 results include intangible asset impairment charges of $51 million, bad debt expense of $44 million, and separation transaction and restructuring expenses of $65 million. For further information see, Note 4 *"Goodwill and Intangible Assets",* Note 5 *"Receivables"* and Note 1 *"Summary of Significant Accounting Policies—Separation Transaction and Restructuring Expenses"* of the combined notes to the consolidated financial statements contained within this Transition Report on Form 10-K.

(5) Fiscal 2012 results include a $540 million loss provision recorded in connection with resolution of the CityTime matter described in Note 19 *"Legal Proceedings"* of the combined notes to consolidated financial statements contained within this Transition Report on Form 10-K.

Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations*

The following combined discussion and analysis of Leidos Holdings, Inc.'s ("Leidos") and Leidos, Inc.'s financial condition and results of operations and quantitative and qualitative disclosures about market risk should be read in conjunction with our consolidated financial statements and related combined notes. As Leidos is a holding company and consolidates Leidos, Inc. for financial statement purposes, disclosures that relate to activities of Leidos, Inc. also apply to Leidos, unless otherwise noted. Leidos, Inc.'s revenues and operating expenses comprise 100% of Leidos' revenues and operating expenses. In addition, Leidos, Inc. comprises approximately the entire balance of Leidos' assets, liabilities and operating cash flows. Therefore, the following qualitative discussion is applicable to both Leidos and Leidos, Inc., unless otherwise noted.

All amounts in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" are presented for our continuing operations.

Unless indicated otherwise, references in this report to the "Company," "we," "us," and "our" refer collectively to Leidos, Leidos, Inc., and its consolidated subsidiaries.

Effective in fiscal 2014, we changed our fiscal year to a 52/53 week fiscal year ending on the Friday closest to January 31, with fiscal quarters typically consisting of 13 weeks.

On March 20, 2015, our Board of Directors approved the amendment and restatement of our bylaws to change both Leidos' and Leidos, Inc.'s year end from the Friday nearest the end of January to the Friday nearest the end of December. As a result of this change, we are filing this Annual Report on Form 10-K, which covers the 11-month period which began on January 31, 2015 and ended on January 1, 2016, as our transition report. This change does not impact our prior reported fiscal years (covering a 12-month period) which ended on the Friday closest to January 31. For example, fiscal 2015 began on February 1, 2014 and ended on January 30, 2015.

The information presented in the Results of Operations compares the 11-month transition period ended January 1, 2016 (January 31, 2015 - January 1, 2016) to the 11-month period ended January 2, 2015 (February 1, 2014 - January 2, 2015) and compares fiscal 2015 (February 1, 2014 - January 30, 2015) to fiscal 2014 (February 1, 2013 - January 31, 2014).

The following discussion contains forward-looking statements, including statements regarding our intent, belief, or current expectations with respect to, among other things, trends affecting our financial condition or results of operations, backlog, our industry, government budgets and spending, the impact of competition, and the performance and carrying value of our assets. Such statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the forward-looking statements as a result of various factors. See "Risk Factors—Forward-Looking Statement Risks" in Part I of this Transition Report on Form 10-K. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Transition Report on Form 10-K, particularly in "Risk Factors." Due to such uncertainties and risks, you are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date hereof. We do not undertake any obligation to update these factors or to publicly announce the results of any changes to our forward-looking statements due to future events or developments.

Overview

We are an applied technology company delivering services and solutions that leverage expertise in the national security, health and engineering markets. We provide these services and solutions to government and commercial customers, both domestically and internationally. These customers include agencies of the U.S. Department of Defense ("DoD"), the intelligence community, the U.S. Department of Homeland Security ("DHS"), other U.S. Government civil agencies, government agencies of U.S. allies abroad and state and local government agencies. Substantially all of our revenues and tangible long-lived assets are generated by or owned by entities located in the United States. We operate in the following segments: National Security Solutions, Health and Engineering and Corporate and Other.

For additional information regarding our reportable segments, see “Business” in Part I and Note 18 of the combined notes to consolidated financial statements contained within this Transition Report on Form 10-K.

Our National Security Solutions segment is focused on rapidly deploying agile, cost-effective solutions to meet the ever-changing missions of our customers in the areas of intelligence surveillance and reconnaissance, integrated systems and cybersecurity and global services. We provide a diverse portfolio of national solutions and systems for air, land, sea, space and cyberspace for the U.S. Intelligence Community, the DoD, military services, the U.S. Department of Homeland Security, government agencies of U.S. allies abroad, and other federal, civilian, and commercial customers in the national security industry. Our solutions deliver innovative technology, large-scale intelligence systems, command and control, data analytics, logistics, and cybersecurity solutions, as well as intelligence analysis and operations support to critical missions around the world.

Within our Health and Engineering segment, our Health business provides services and solutions to commercial hospitals, the DoD, and other U.S. Government agencies focused on information technology, and behavioral health and life sciences offerings. Our healthcare business is focused on the overall availability and quality of electronic health data, clinical care optimization, and life sciences research and development that ultimately improves the quality of care while lowering cost for our customers. Our Engineering business leverages technology and skills in process engineering, engineering design and systems integration to create innovative and cost effective solutions for our customers.

Our significant management initiatives include the following:

- achieving internal, or non-acquisition related, annual revenue growth through internal collaboration and better leveraging of key differentiators across our company and the deployment of resources and investments into higher growth markets;
- increasing the growth of our operating profits through improving the quality of our revenues and contract profitability, continued improvement in our information technology ("IT") systems infrastructure and related business processes for greater effectiveness and efficiency across all business functions;
- disciplined deployment of our cash resources and use of our capital structure to enhance shareholder value while retaining an appropriate amount of financial leverage, through internal growth initiatives, stock repurchases, dividends, strategic acquisitions, debt level management and other uses to achieve our goals; and
- the proposed transaction with Lockheed Martin in which Lockheed Martin will divest and merge its Information Systems & Global Solutions business ("IS&GS") with a wholly-owned subsidiary of Leidos as discussed in section below–"Lockheed Martin Transaction." Completion of the transaction is anticipated to occur in 2016. During 2016, we expect to incur significant integration and transaction costs in connection with the Lockheed Martin Transaction and related transactions.

Sales Trend. For the 11-month period ended January 1, 2016, revenues increased by $22 million, or less than 1%, to $4.71 billion compared to the 11-month period ended January 2, 2015, primarily due to growth in our engineering construction business as well as recent awards in our federal health business and for an international logistics program. This increase was partially offset by a decline in contract activities associated with support of Overseas Contingency Operations ("OCO Contracts") and continued decline in our commercial health business. For fiscal 2015, revenues decreased by $692 million, or 12.0%, to $5.06 billion compared to fiscal 2014 primarily due to a decline in contract activities associated with OCO Contracts and a decline within our engineering services and commercial health businesses. See "Results of Operations" below for further discussion of our segment results.

For the 11-month period ended January 1, 2016, revenues associated with OCO Contracts were 3.7% of total revenues, compared to 7.6% for the 11-month period ended January 2, 2015. For fiscal 2015, revenues associated with OCO Contracts were 7.5% of total revenue, compared to 12.0% in fiscal 2014. Management expects revenue related to OCO Contracts to remain relatively consistent to current year levels with further growth from our recent awards partially offset by a decline in revenue from our design build business. Our recent awards have contributed to a book-to-bill ratio for the 11-month period ended January 1, 2016, of over one time revenue, increasing our total backlog to $9.9 billion as of January 1, 2016.

Operating Income Trend. For the 11-month period ended January 1, 2016, our operating income was $320 million, a $511 million increase compared to the 11-month period ended January 2, 2015. For the 11-month period ended January 1, 2016, our operating income margin was 6.8% compared to a negative operating margin of 4.1% for the 11-month period ended January 2, 2015. This increase in operating income and margin was primarily due to prior year goodwill and asset impairment charges and increased program margins coupled with improved product mix of higher margin security product sales. For fiscal 2015, our operating loss was $214 million, a $377 million decrease compared to fiscal 2014. For fiscal 2015, our negative operating margin was 4.2% compared to an operating income margin of 2.8% for fiscal 2014. This decrease in operating income and margin was due to a decrease in revenues and an increase in goodwill and asset impairment charges for fiscal 2015, which were partially offset by a decrease in separation transaction and restructuring expenses. See "Results of Operations" below for further discussion of our segment results.

From a macroeconomic perspective, our industry is under general competitive pressures due to declining spending from our largest customer and has required and will require a higher level of cost management focus to allow us to remain competitive. We continue to review our cost structure against our anticipated sales and undertake cost management actions and efficiency initiatives where necessary.

Lockheed Martin Transaction

On January 26, 2016, Leidos Holdings, Inc. announced that it had entered into a definitive agreement (the "Merger Agreement"), dated January 26, 2016, with Lockheed Martin Corporation ("Lockheed Martin"), Abacus Innovations Corporation, a Delaware corporation and a wholly owned subsidiary of Lockheed Martin (“Spinco”), and Lion Merger Co., a Delaware corporation and a wholly owned subsidiary of Leidos (“Merger Sub”), pursuant to which Leidos will combine with Lockheed Martin’s realigned Information Systems & Global Solutions business ("IS&GS") (collectively, the "ISGS Business") in a Reverse Morris Trust transaction (the "Lockheed Martin Transaction"). In connection with the Merger Agreement, Lockheed Martin and Spinco entered into a Separation Agreement dated January 26, 2016 (the "Separation Agreement"), pursuant to which Lockheed Martin will separate the ISGS Business.

In the transactions contemplated by the Merger Agreement and the Separation Agreement, (i) Lockheed Martin will transfer the ISGS Business to Spinco, (ii) Lockheed Martin will distribute Spinco’s stock to Lockheed Martin’s stockholders, at Lockheed Martin’s option, by way of a pro rata dividend or an exchange offer (the "Distribution"), and (iii) Merger Sub will merge with and into Spinco, with Spinco as the surviving corporation (the "Merger") and a wholly owned subsidiary of Leidos. Upon consummation of the transactions contemplated by the Merger Agreement and the Separation Agreement, Lockheed Martin shareholders will receive approximately 77 million shares of Leidos common stock, which represent approximately 50.5% of the outstanding shares of Leidos common stock. Leidos' existing stockholders will continue to hold the remaining approximately 49.5% of the outstanding shares of Leidos common stock.

Prior to the Distribution, Spinco will incur third-party debt financing in an aggregate principal amount of approximately $1.8 billion (the "Spinco Debt") and immediately thereafter, Lockheed Martin will transfer the Spinco Assets to Spinco and Spinco will make a special cash payment to Lockheed Martin of $1.8 billion, subject to adjustment based on Spinco's cash and working capital at the time of the Distribution (the "Special Cash Payment"). Spinco has entered into commitment letters with certain financial institutions to provide for the Spinco Debt.

The Merger Agreement also provides that, prior to the Merger and subject to applicable law, Leidos shall declare and pay a special dividend of approximately $1.03 billion to its stockholders, conditioned on completion of the Merger. The special dividend will be funded by a combination of new borrowing and cash on hand.

On January 26, 2016, we and certain financial institutions executed commitment letters pursuant to which the financial institutions have agreed to provide financing to Spinco to finance the amount of the Spinco Debt and to provide financing to Leidos to fund the special dividend of approximately $1.03 billion to its stockholders.

We expect to incur significant integration and transaction costs in connection with the Lockheed Martin Transaction and related transactions during fiscal 2016 and fiscal 2017.

Completion of the Lockheed Martin Transaction is expected in 2016. Consummation of the Lockheed Martin Transaction is subject to customary closing conditions, including, among others, (1) the consummation of the Separation and the Distribution in accordance with the Separation Agreement, (2) the expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the receipt of any necessary regulatory approvals in other jurisdictions, (3) the effectiveness of registration statements to be filed with the U.S. Securities and Exchange Commission ("SEC"), (4) the approval by Leidos' stockholders of the issuance of Leidos common stock in the Merger (the "Share Issuance"), (5) the receipt by Lockheed Martin of an opinion of tax counsel as to the tax-free nature of the Distribution to Lockheed Martin and its stockholders and the receipt by Leidos and Lockheed Martin of opinions of their respective tax counsel regarding the treatment of the Merger as a "reorganization" for U.S. federal income tax purposes, and (6) the receipt by Leidos, Lockheed Martin and Spinco of solvency opinions customary in transactions of this type. There can be no assurance the Lockheed Martin Transaction will be consummated. See "Item 1A. Risk Factors." We may be unable to satisfy the conditions or obtain the approvals required to complete the Lockheed Martin Transaction or such approvals may contain material restrictions or conditions."

The Merger Agreement contains certain termination rights for both Lockheed Martin and Leidos and further provides that Leidos must pay to Lockheed Martin a termination fee of $150 million under certain circumstances. In addition, if the Merger Agreement is terminated because approval is not obtained at the Leidos stockholder meeting called for such purpose, Leidos has agreed to reimburse Lockheed Martin for its expenses up to a maximum amount of $37.5 million.

In connection with the transactions contemplated by the Merger Agreement and the Separation Agreement, certain additional agreements have been or will be entered into, including, among others an employee matters agreement, a tax matters agreement, transition services agreements, an intellectual property matters agreement, agreements relating to certain government contracts matters, supply agreements and certain real estate related agreements.

Spin-off Transaction

In accordance with a distribution agreement, on September 27, 2013 (the "Distribution Date"), Leidos completed a spin-off of its technical services and enterprise information technology services business into an independent, publicly traded company named Science Application International Corporation ("New SAIC"). The spin-off was effected through a tax-free distribution to Leidos' stockholders of 100% of the shares of New SAIC's common stock. As a result of the spin-off, the assets, liabilities, results of operations and cash flows of New SAIC have been classified as discontinued operations for all periods presented. In anticipation of the spin-off, in fiscal 2014 we initiated a program to align our cost structure and incurred severance and lease termination costs recorded in separation transaction and restructuring expenses in our consolidated statements of income.

In fiscal 2014, we incurred approximately $46 million in expenses related to lease termination costs, facility consolidation costs and other costs in connection with vacating facilities that were not necessary for our future requirements as well as $10 million of severance costs and $9 million of other separation transaction and restructuring expenses.

We do not expect to incur significant additional separation transaction and restructuring expenses related to the spin-off transaction.

Dispositions

Discontinued Operations (non-strategic)

In addition to the spin-off of New SAIC discussed above, in order to better align our business portfolio with our strategy, we sold or committed to plans to dispose of certain non-strategic components of our business in fiscal 2015 and fiscal 2014, which are reclassified as discontinued operations for all periods presented.

In July 2014, we committed to plans to dispose of a business, historically included in our Health and Engineering segment, that primarily focused on full service emergency management consulting for disaster preparedness, response, recovery, and mitigation. The sale transaction was completed in the third quarter of fiscal 2015 with cash proceeds received of $19 million, resulting in an immaterial gain on sale.

In February 2015, we sold Cloudshield Technologies, Inc. ("Cloudshield"), historically included in our National Security Solutions segment, which was previously acquired in fiscal 2011 and primarily focused on producing a suite of cybersecurity hardware and associated software and services. We received cash proceeds of $5 million upon the sale, resulting in a preliminary immaterial gain on sale for the 11-month period ended January 1, 2016, subject to customary working capital adjustments.

In August 2013, we committed to plans to dispose of a business, historically included in our National Security Solutions segment, that primarily focused on technology used to detect if an individual is concealing explosive devices or other hidden weapons. In the first quarter of fiscal 2015, we adjusted the carrying values of the business's assets to their fair value based on the estimated selling price of the business. The carrying value exceeded the fair value which resulted in approximately $12 million of impairment charges recorded in discontinued operations, of which $9 million related to fixed assets and inventory and the remainder related to intangible assets. The sale transaction was completed in the second quarter of fiscal 2015 with insignificant cash proceeds received, resulting in an immaterial loss on sale.

The pre-sale operating results through the date of disposal of our discontinued operations discussed above for the periods presented were as follows:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
		(in millions)	
Revenues	$ 17	$ 68	$ 2,745
Costs and expenses:			
Cost of revenues	17	60	2,480
Selling, general and administrative expenses (including impairment charges of $9 million for the fiscal year ended January 30, 2015)	2	29	67
Intangible asset impairment charges	—	3	2
Separation transaction and restructuring expenses	—	—	55
Operating (loss) income	$ (2)	$ (24)	$ 141
Non-operating income (expense)	$ 1	$ 11	$ (1)
(Loss) income from discontinued operations before income taxes	$ (1)	$ (13)	$ 140

Business Environment and Trends

U.S. Government Markets

For the 11-month period ended January 1, 2016, we generated approximately 76% of our total revenues from contracts with the U.S. Government, either as a prime contractor or a subcontractor to other contractors engaged in work for the U.S. Government. Revenues under contracts with the DoD, including subcontracts under which the DoD is the ultimate purchaser, represented approximately 64% of our total revenues for the 11-month period ended January 1, 2016. Accordingly, our business performance is affected by the overall level of U.S. Government spending, especially national security, homeland security, and intelligence spending, and the alignment of our service and product offerings and capabilities with current and future budget priorities of the U.S. Government.

In February 2015, the FY16 federal budget cycle started with the Executive Branch delivering its requested budget to Congress. The FY16 budget request sought an increase in defense and non-defense spending, including $534 billion for the DoD annual budget and an additional $51 billion for OCO. The requested funding was $35 billion more than the spending limits within the Budget Control Act (the "BCA").

On September 30, 2015, the U.S. Congress passed a short-term continuing resolution to fund government operations through December 11, 2015. The continuing resolution funded most projects and activities at FY15 levels and provided appropriations to federal agencies for the length of the continuing resolution or until approval of the FY16 federal budget and its respective appropriations. On October 30, 2015, Congress approved the FY16 federal budget through a two-year budget deal that lifted the caps put in place by the continuing resolution and increased overall funding by approximately $80 billion over the two-year period. This additional discretionary budget will be divided evenly between defense and domestic programs, thereby providing an additional $40 billion for military spending.

Before reaching final agreement on the funding bills for FY16, two additional short-term continuing resolutions were necessary. The first, passed December 10, 2015, funded the government through December 16, 2015, and the second, passed December 16, 2015, funded the government through December 22, 2015. On December 16, 2015, the $1.2 trillion Omnibus package was released, and on December 18, 2015, the funding measure was approved by Congress and signed into law by the President. The FY16 spending bill funds federal agencies through September 2016 and adheres to the bipartisan budget agreement passed in October. It appropriated $1.1 trillion in base discretionary budget authority and $74 billion for OCO, including $514 billion in base DoD spending, $59 billion for DoD OCO, and $41 billion for DHS.

The Temporary Debt Limit Extension Act suspended the statutory limit on the amount of permissible federal debt (the "debt ceiling") until March 15, 2015. On March 16, 2015, the Treasury Department began taking “extraordinary measures” to finance the government. During October 2015, the Treasury Department notified Congress that the federal debt limit needed to be raised by the first week in November in order to allow the government to meet its obligations. On October 30, 2015, Congress approved legislation to suspend the debt ceiling through March 2017, thus avoiding an impending default which could have resulted in delays in payments to government contractors, federal workers, and other legal obligees.

We believe that the two-year bipartisan budget agreement, which passed Congress in October 2015, should allow for the passage of the FY17 appropriation bills to be considered in a timely manner as overall spending levels for defense and domestic programs for FY17 have already been settled and the debt ceiling has been raised until March of that year. We anticipate a speedier budget process during FY16 that may have spending bills presented to the House by this spring, which is earlier than previous years, when these bills have not been presented until the summer or later. However, there are obstacles that could still cause delays to the budget process. Congress will have a shortened legislative calendar due to the election year. Additionally, Congress has a history of delayed budget passage in recent years. Despite these obstacles, we believe that Congress will pass all twelve appropriation bills, thereby avoiding a shutdown of the government and the imposition of sequestration.

Trends in the U.S. Government contracting process, including a shift towards multiple-awards contracts (in which certain contractors are preapproved using indefinite-delivery/indefinite-quantity ("IDIQ") and U.S. General Services Administration ("GSA") contract vehicles) and awarding contracts on a low price, technically acceptable basis, have increased competition for U.S. Government contracts, reduced backlogs by shortening periods of performance on contracts, and increased pricing pressure. We expect that a majority of the business that we seek in the foreseeable future will be awarded through a competitive bidding process. For more information on these risks and uncertainties, see “Risk Factors” in Part I of this Transition Report on Form 10-K.

Commercial and International Markets

Sales to customers in commercial markets (approximately 19% of total revenues for the 11-month period ended January 1, 2016) and international markets help to diversify us from reliance upon U.S. Government business. The commercial and international markets we serve include healthcare, engineering, environmental, security products, command and control, training, cybersecurity and logistics services.

Sales to customers in international markets have historically been an insignificant portion of our revenues. Our recent international contract award in the United Kingdom will lessen our reliance upon U.S. Government business, but will also increase our exposure to these markets and the associated international regulatory and geopolitical risks therein.

Key Performance Measures

The primary financial performance measures we use to manage our business and monitor results of operations are revenue, operating income, cash flows from operations and diluted EPS. We also believe that bookings and backlog are useful measures for management and investors to evaluate our potential future revenues. In addition, we consider contract types to be a useful measure to management and investors in evaluating our operating income and margin performance.

Bookings and Backlog. We had net bookings worth an estimated $6.8 billion and $3.6 billion during the 11-month period ended January 1, 2016, and fiscal 2015, respectively. Net bookings represent the estimated amount of revenue to be earned in the future from funded and unfunded contract awards that were received during the year, net of any adjustments to previously awarded backlog amounts. We calculate net bookings as the year's ending backlog plus the year's revenues less the prior year's ending backlog and less the backlog obtained in acquisitions during the year.

Backlog represents the estimated amount of future revenues to be recognized under negotiated contracts as work is performed. We segregate our backlog into two categories as follows:

- *Funded Backlog.* Funded backlog for contracts with government agencies primarily represents contracts for which funding is appropriated less revenues previously recognized on these contracts, and does not include the unfunded portion of contracts where funding is incrementally appropriated or authorized on a quarterly or annual basis by the U.S. Government and other customers, even though the contract may call for performance over a number of years. Funded backlog for contracts with non-government agencies and commercial customers represents the estimated value on contracts, which may cover multiple future years, under which we are obligated to perform, less revenues previously recognized on these contracts.
- *Negotiated Unfunded Backlog.* Negotiated unfunded backlog represents estimated amounts of revenue to be earned in the future from (1) negotiated contracts for which funding has not been appropriated or otherwise authorized and (2) unexercised priced contract options. Negotiated unfunded backlog does not include future potential task orders expected to be awarded under IDIQ, GSA Schedule, or other master agreement contract vehicles.

The estimated value of our total backlog for the 11-month period ended January 1, 2016, and fiscal 2015, respectively, was as follows:

	January 1, 2016	January 30, 2015
	(in millions)	
National Security Solutions:		
Funded backlog	**$ 1,472**	$ 1,596
Negotiated unfunded backlog	**6,554**	4,491
Total National Security Solutions backlog	**$ 8,026**	$ 6,087
Health and Engineering:		
Funded backlog	**$ 1,049**	$ 1,061
Negotiated unfunded backlog	**820**	645
Total Health and Engineering backlog	**$ 1,869**	$ 1,706
Total:		
Funded backlog	**$ 2,521**	$ 2,657
Negotiated unfunded backlog	**7,374**	5,136
Total backlog	**$ 9,895**	$ 7,793

Bookings and backlog fluctuate from period to period depending on our success rate in winning contracts and the timing of contract awards, renewals, modifications and cancellations. Contract awards may be negatively impacted by ongoing industry-wide delays in procurement decisions and budget cuts by the U.S. Government as discussed in "Business Environment and Trends" in this Transition Report on Form 10-K.

We expect to recognize a substantial portion of our funded backlog as revenues within the next 12 months. However, the U.S. Government may cancel any contract at any time through a termination for the convenience of the U.S. Government. In addition, certain contracts with commercial or non-U.S. Federal Government customers may include provisions that allow the customer to cancel at any time. Most of our contracts have cancellation terms that would permit us to recover all or a portion of our incurred costs and fees for work performed.

Contract Types. Our earnings and profitability may vary materially depending on changes in the proportionate amount of revenues derived from each type of contract. For a discussion of the types of contracts under which we generate revenue, see “Business—Contract Types” in Part I of this Transition Report on Form 10-K. The following table summarizes revenues by contract type as a percentage of our total revenue for the 11-month period ended January 1, 2016, and fiscal 2015 and fiscal 2014:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
Cost-reimbursement	**51%**	48%	47%
Time and materials (T&M) and fixed-price-level-of-effort (FP-LOE)	**22**	25	26
Firm-fixed-price (FFP)	**27**	27	27
Total	**100%**	100%	100%

The percentage of revenue derived from cost-reimbursement contracts increased by 3% for the 11-month period ended January 1, 2016, from fiscal 2015 due to performance on large contracts awarded in the current year in our federal health business and an international logistics program. The percentage of revenue derived from T&M and FP-LOE contracts decreased by 3% for the 11-month period ended January 1, 2016, from fiscal 2015 due to a decrease in revenue from our commercial health business. The percentage of revenues generated from FFP contracts remained consistent.

Geographic Location. Substantially all of our revenues and tangible long-lived assets are generated by or located in the United States.

Results of Operations

The following table summarizes our results of operations for the 11-month periods ended January 1, 2016, and January 2, 2015, and fiscal 2015 and fiscal 2014:

	11 Months Ended				12 Months Ended			
	January 1, 2016	January 2, 2015	Dollar change	Percent change	January 30, 2015	January 31, 2014	Dollar change	Percent change
	(dollars in millions)							
Revenues	**$ 4,712**	$ 4,690	$ 22	— %	$ 5,063	$ 5,755	$ (692)	(12)%
Cost of revenues	**4,146**	4,069	77	2 %	4,392	4,992	(600)	(12)%
Selling, general and administrative expenses:								
General and administrative (G&A)	**105**	182	(77)	(42)%	205	325	(120)	(37)%
Bid and proposal (B&P)	**67**	64	3	5 %	68	70	(2)	(3)%
Internal research and development (IR&D)	**29**	34	(5)	(15)%	37	45	(8)	(18)%
Bad debt expense	**8**	4	4	100 %	5	44	(39)	(89)%
Goodwill impairment charges	**—**	486	(486)	(100)%	486	—	486	100 %
Asset impairment charges	**33**	41	(8)	(20)%	81	51	30	59 %
Separation transaction and restructuring expenses	**4**	1	3	*NM*	3	65	(62)	(95)%
Operating income (loss)	**320**	(191)	511	*NM*	(214)	163	(377)	*NM*
Operating income (loss) margin	**6.8%**	(4.1)%			(4.2)%	2.8%		
Non-operating income (expense), net	**35**	(65)	100	154 %	(69)	(75)	6	8 %
Income (loss) from continuing operations before income taxes	**355**	(256)	611	*NM*	(283)	88	(371)	*NM*
Income tax expense	**(112)**	(67)	(45)	67 %	(47)	(4)	(43)	*NM*
Income (loss) from continuing operations	**243**	(323)	566	175 %	(330)	84	(414)	*NM*
(Loss) income from discontinued operations, net of tax	**(1)**	(11)	10	91 %	7	80	(73)	(91)%
Net income (loss)	**$ 242**	$ (334)	$ 576	172 %	$ (323)	$ 164	$ (487)	*NM*

NM - Not meaningful

We classify indirect costs incurred within or allocated to our U.S. Government customers as overhead (included in cost of revenues) and general and administrative expenses in the same manner as such costs are defined in our disclosure statements under U.S. Government Cost Accounting Standards. Effective January 31, 2015, we updated our disclosure statements, resulting in certain costs being classified differently either as cost of revenues or as general and administrative expenses on a prospective basis. These changes did not have an overall impact on the total expense or income reported.

Long-Lived Asset Impairment Evaluations.

Goodwill Impairment Evaluation. In the second quarter of fiscal 2015, our Health Solutions and Engineering reporting units within the Health and Engineering reportable segment were adversely impacted by certain unexpected events that caused us to reassess that year and future years performance expectations for both reporting units. Based on significant declines in forecasted revenue volumes and delayed award decisions, we conducted an interim goodwill impairment test using the two-step quantitative approach.

Based on the first step of the two-step quantitative goodwill impairment test performed during the second quarter of fiscal 2015, we determined that the carrying value of both the Health Solutions and Engineering reporting units were greater than the respective estimated fair values of the reporting units, and the second step of the two-step quantitative goodwill impairment test was performed in order to determine the amount of the impairment of the respective reporting units.

As a result of the second step evaluation, we recorded goodwill impairment charges in the Health Solutions and Engineering reporting units of $369 million and $117 million, respectively, during the second quarter of fiscal 2015. There were no other goodwill impairment charges as part of the interim goodwill impairment test recorded for the remaining reporting units. See Note 4 within our combined notes to the consolidated financial statements for further information.

Asset Impairment. In March 2015, we entered into a definitive Membership Interest Purchase Agreement (the "Agreement") to sell 100% of our equity membership interest in Plainfield Renewable Energy Holdings, LLC ("Plainfield"). We adjusted the carrying values of Plainfield's assets to their fair values based on the estimated selling price of the business pursuant to the terms of the agreement. The carrying value exceeded the fair value, which resulted in approximately $40 million of impairment charges in fiscal 2015. In the second quarter of the 11-month period ended January 1, 2016, further negotiations occurred related to the sale of Plainfield resulting in approximately $29 million of impairment charges. We adjusted the carrying values of Plainfield's assets to their fair values based on the estimated selling price of the business pursuant to the terms of the amended Agreement that was amended on July 17, 2015. On July 24, 2015, we completed the sale. See Note 3—Acquisitions within our combined notes to the consolidated financial statements for further information on the sale.

Restructuring Expenses. As part of our broader cost competitiveness program we continue to focus on improving our cost profile, including rationalizing our real estate footprint and monetizing investments made in real estate by vacating facilities that are underutilized and not necessary for our future requirements. Related to these efforts, during the 11-month period ended January 1, 2016 we exited real estate leases and incurred restructuring charges of $5 million consisting of various facility consolidation expenses such as lease termination fees, asset impairments charges and lease vacancy reserves. We continue to evaluate options to further rationalize and restructure our leased real estate portfolio.

Reportable Segment Results. The following table summarizes changes in National Security Solutions revenues and operating income for the 11-month periods ended January 1, 2016, and January 2, 2015, and fiscal 2015 and fiscal 2014:

	11 Months Ended				12 Months Ended			
National Security Solutions	**January 1, 2016**	January 2, 2015	Dollar change	Percent change	January 30, 2015	January 31, 2014	Dollar change	Percent change
	(dollars in millions)							
Revenues	**$ 3,210**	$ 3,337	$ (127)	(4)%	$ 3,594	$ 4,049	$ (455)	(11)%
Operating income	**263**	270	(7)	(3)%	286	292	(6)	(2)%
Operating income margin	***8.2%***	*8.1%*			*8.0%*	*7.2%*		

National Security Solutions revenues decreased $127 million, or 4%, for the 11-month period ended January 1, 2016, as compared to the 11-month period ended January 2, 2015. The revenue contraction was primarily attributable to contract activities associated with OCO Contracts ($183 million) which includes a reduction of airborne programs that support intelligence collection ($116 million). Excluding the revenue declines associated with OCO Contracts, the remaining revenue for the National Securities Solutions segment increased by 2% primarily due to an increase in our logistics program ($62 million). OCO Contracts contributed approximately $175 million in revenues for the 11-month period ended January 1, 2016.

National Security Solutions revenues decreased $455 million, or 11%, for fiscal 2015 as compared to fiscal 2014. Revenue contraction was primarily attributable to contract activities associated with OCO Contracts ($320 million) which includes a reduction of airborne programs that support intelligence collection ($153 million) and the ramp down of the Joint Logistics Integration program for tactical and mine resistant ambush protected vehicles ($82 million). The remainder of the decline was primarily driven by overall reductions in defense and U.S. government spending resulting from sequestration and budget cuts, and higher competition resulting in lower contract awards.

National Security Solutions operating income decreased $7 million, or 3%, for the 11-month period ended January 1, 2016, as compared to the 11-month period ended January 2, 2015. This decrease in operating income was primarily attributable to a decrease in revenues ($10 million).

National Security Solutions operating income decreased $6 million, or 2%, for fiscal 2015 as compared to fiscal 2014. This decrease was primarily attributable to a decrease in revenues ($32 million), partially offset by net favorable changes in contract estimates ($19 million), as compared to net unfavorable changes in contract estimates the prior year ($6 million).

The following table summarizes changes in Health and Engineering revenues and operating income (loss) for the 11-month periods ended January 1, 2016, and January 2, 2015, and fiscal 2015 and fiscal 2014:

	11 Months Ended				12 Months Ended			
Health and Engineering	**January 1, 2016**	January 2, 2015	Dollar change	Percent change	January 30, 2015	January 31, 2014	Dollar change	Percent change
				(dollars in millions)				
Revenues	**$ 1,496**	$ 1,366	$ 130	10%	$ 1,485	$ 1,718	$ (233)	(14)%
Operating income (loss)	**76**	(442)	518	117%	(472)	20	(492)	*NM*
Operating income (loss) margin	***5.1%***	*(32.4)%*			*(31.8)%*	*1.2%*		

NM - Not meaningful

Health and Engineering revenues increased $130 million, or 10%, for the 11-month period ended January 1, 2016, as compared to the 11-month period ended January 2, 2015. The revenue growth reflects increased revenues in our engineering construction business ($191 million), higher sales in the Federal Health business primarily due to our new Electronic Health Record system modernization program ($33 million), and timing of security product shipments ($10 million), which was partially offset by decreased volume in the commercial health business ($114 million).

Health and Engineering revenues decreased $233 million, or 14%, for fiscal 2015 as compared to fiscal 2014. The revenue contraction reflects a decline in engineering services ($92 million) primarily due to the completion of two energy design-build construction projects in fiscal 2014, lower sales in our health business primarily related to lower hospital electronic health care record implementations ($82 million), and lower sales volumes in our security products business due to the completion of an international support contract for the Army ($39 million) and timing of product shipments ($20 million).

Health and Engineering operating income was $76 million for the 11-month period ended January 1, 2016, as compared to operating loss of $442 million for the 11-month period ended January 2, 2015. The increase in operating income was primarily due to a decrease in asset impairment charges in our commercial health and engineering businesses ($480 million), primarily due to a goodwill impairment charge during fiscal 2015 of $486 million as well as higher operating income generated from our security products business due to an impairment charge in fiscal 2015 on our Reveal line of security products ($14 million), increased volume of higher margin security products and lower indirect costs ($18 million). The increase in operating income was partially offset by bad debt expense ($11 million) associated with a renewable energy power generation facility design build project that was completed in 2013.

Health and Engineering operating loss was $472 million for fiscal 2015 as compared to operating income of $20 million for fiscal 2014. The increase in operating loss was due to an increase in impairment charges for goodwill for our health business ($369 million) and engineering business ($117 million), an impairment charge to adjust the carrying values of the Plainfield plant's assets to their fair values based on the estimated selling price of the business ($40 million), and an operating loss due to power generation shortfalls at the Plainfield plant ($25 million) that all occurred in fiscal 2015. The increase in operating loss was partially offset by a decrease of bad debt expense for certain receivables primarily related to two energy design-build construction projects ($44 million) that occurred in fiscal 2014 and an increase of favorable contract estimates ($20 million) from fiscal 2014 to fiscal 2015.

The following table summarizes changes in Corporate and Other operating loss for the 11-month periods ended January 1, 2016, and January 2, 2015, and fiscal 2015 and fiscal 2014:

	11 Months Ended				12 Months Ended			
Corporate and Other	**January 1, 2016**	January 2, 2015	Dollar change	Percent change	January 30, 2015	January 31, 2014	Dollar change	Percent change
				(dollars in millions)				
Operating loss	**$ (19)**	$ (19)	$ —	—%	$ (28)	$ (149)	$ 121	81%

Corporate and Other operating loss represents corporate costs that are unallowable under U.S. Government Cost Accounting Standards and the net effect of various items that are not directly related to the operating performance of the reportable segments. Corporate and Other operating loss was approximately $19 million for both the 11-month period ended January 1, 2016, and the 11-month period ended January 2, 2015, respectively.

Corporate and Other operating loss for fiscal 2015 decreased by $121 million, or 81%, as compared to fiscal 2014. The decrease was driven primarily by a decrease in separation transaction and restructuring expenses ($62 million) associated with the separation which was completed in fiscal 2014 and a decrease of costs to establish the infrastructures for two separate companies ($35 million). In addition, there was an insurance settlement ($15 million) in fiscal 2015.

Non-Operating Income (Expense).

Leidos Holdings, Inc.

During the year ended January 30, 2015, we entered into interest rate swap agreements on our $450 million fixed rate 4.45% notes maturing in December 2020. The interest rate swap agreements effectively converted a portion of our fixed-rate debt to floating-rate debt tied to the changes in the six-month LIBOR benchmark interest rate.

Non-operating income for the 11-month period ended January 1, 2016, was $35 million as compared to non-operating expense of $65 million for the 11-month period ended January 2, 2015. This $100 million increase in non-operating income was primarily attributable to the following:

- an $82 million gain on sale of the remaining building, parcels of land that surround the building, and the multi-level surface parking garage associated with our former headquarters; and
- a decrease in interest expense of $18 million, of which $14 million was due to the repurchase of $37 million of outstanding debt and due to interest expense reductions from the swap agreements.

Non-operating expense for fiscal 2015 decreased $6 million as compared to fiscal 2014. This decrease was primarily attributable to the following:

- a decrease in interest expense of $7 million, which decreased due to interest expense reductions from the swap agreements and due to the repurchase of $183 million of outstanding debt;
- an increase in other income of $13 million, primarily due to an early termination fee and write-offs in fiscal 2014 associated with the early payoff of the notes acquired as part of the Plainfield Renewable Energy Project of $8 million and a gain on extinguishment of debt in fiscal 2015 of $5 million, offset by; and
- a decrease in interest income of $14 million, primarily due to the collection or forgiveness of deferred receivables for commercial customers related to certain construction contracts in fiscal 2014.

Leidos, Inc.

Interest income on Leidos, Inc.'s note with Leidos decreased $1 million for the 11-month period ended January 1, 2016, as compared to the 11-month period ended January 2, 2015, and increased $6 million for fiscal 2015 as compared to fiscal 2014. This note may fluctuate significantly from year to year based on changes in the underlying note balance and interest rates throughout the fiscal year.

Provision for Income Taxes. Our provision for income taxes as a percentage of income from continuing operations before income taxes was positive 31.5% and negative 26.2% in the 11-month period ended January 1, 2016, and in the 11-month period ended January 2, 2015, respectively. In fiscal 2015 and fiscal 2014, our provision for income taxes as a percentage of income from continuing operations before income taxes was negative 16.6% and positive 4.5%, respectively. In fiscal 2015 and in the 11-month period ended January 2, 2015, we had a loss from continuing operations before income taxes resulting in negative tax rates. The effective tax rate for the 11-month period ended January 1, 2016, was favorably impacted by the release of the valuation allowance related to the utilization of a capital loss carryforward for capital gains recognized during the current year as well as the favorable resolution of certain tax contingencies with the tax authorities. The effective tax rate for the 11-month period ended January 2, 2015, was negatively impacted by the goodwill impairment charge of $486 million recorded in the quarter ended August 1, 2014, which was mostly not deductible.

The lower effective income tax rate for fiscal 2015 as compared to fiscal 2014 was primarily due to the goodwill impairment charge of $486 million, recorded in the quarter ended August 1, 2014, which was mostly not deductible. The negative effective tax rate for fiscal 2015 was also favorably impacted by the tax benefit of a capital loss resulting from the conversion of one of our domestic subsidiaries to a Limited Liability Company ("LLC").

Our valuation allowance for deferred tax assets was $102 million and $120 million as of January 1, 2016, and January 30, 2015, respectively. The decrease in the valuation allowance over the prior year was due primarily to the utilization of a capital loss carryforward of $22 million, partially offset by a $4 million increase in the valuation allowance on certain state tax carryforward attributes because the associated benefits may not be realized.

Liquidity and Capital Resources

Overview of Liquidity

We had $656 million in cash and cash equivalents at January 1, 2016, which were primarily comprised of cash held in investments in several large institutional money market funds and bank deposits. We anticipate our principal sources of liquidity for at least the next 12 months will be our existing cash and cash equivalents and cash flows from operations. We may also borrow under our revolving credit facility. The available borrowing capacity under the revolving credit facility is $500 million as of January 1, 2016.

Our revolving credit facility is backed by a number of financial institutions and, by its terms, can be accessed on a same-day basis. The original maturity date of the credit facility was March 2017. In January 2016, the Company amended the credit facility to extend the maturity date by one year to March 2018. We anticipate our principal uses of cash for the next 12 months and beyond will be for operating expenses, capital expenditures, and dividends. In addition other potential uses of cash for the next 12 months and beyond are for stock repurchases (see discussion below in "*Stock Repurchase Programs")*, debt retirement and acquisitions of businesses.

We may from time to time seek to retire or purchase our outstanding debt through cash purchases in the open market, privately negotiated transactions or otherwise. Such repurchases, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions, and other factors. The amounts involved may be material. In the 11-month period ended January 1, 2016, and fiscal 2015, we paid $36 million and $175 million, respectively, to repurchase and retire a principal amount of $37 million and $183 million of outstanding debt, respectively.

Summary of Cash Flows

The following table summarizes cash flow information for the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
		(in millions)	
Cash provided by operating activities of continuing operations	**$ 399**	$ 396	$ 191
Cash provided by investing activities of continuing operations	**64**	51	297
Cash used in financing activities of continuing operations	**(249)**	(478)	(894)
Cash (used in) provided by operating activities of discontinued operations	**(7)**	15	118
Cash provided by (used in) investing activities of discontinued operations	**6**	29	(17)
Total increase (decrease) in cash and cash equivalents	**$ 213**	$ 13	$ (305)

Cash Provided by Operating Activities of Continuing Operations. Cash flows provided by operating activities of continuing operations increased $3 million for the 11-month period ended January 1, 2016, as compared to fiscal 2015. The increase was primarily due to a net increase in working capital of $117 million, partially offset by a decrease in net income adjusted for non-cash items of $78 million. The net increase in working capital was primarily due to less tax payments and a net increase from the timing of collections from customers and payments to vendors. Cash flows provided by operating activities was negatively impacted by the advancement of funding for employee benefit programs of approximately $30 million.

Cash flows provided by operating activities of continuing operations was $11 million in the month of January 2015, consisting of net income adjusted for non cash items of approximately $39 million partially offset by a net decrease in working capital of approximately $24 million.

Cash flows provided by operating activities of continuing operations increased $205 million in fiscal 2015 as compared to fiscal 2014. The increase was primarily due to changes in working capital of $217 million. Collections on accounts receivable for fiscal 2014 were negatively impacted by our name change and our system shutdown to effect the spin-off of New SAIC, which caused delays in our customer invoicing. Days sales outstanding were 70 days for the three months ended January 30, 2015, as compared to 76 days for the corresponding period in the prior year.

Cash Provided by Investing Activities of Continuing Operations. We generated $64 million of cash flows from investing activities of continuing operations for the 11-month period ended January 1, 2016, including $79 million of proceeds from the sale of assets, primarily due to the sale of the remaining building, parcels of land and the multi-level surface parking garage of our former headquarters of $70 million, as well as $27 million received from the disposition of our equity interest in Plainfield. This increase is partially offset by $27 million to purchase property, plant, and equipment and $13 million paid for income tax related matters in connection with a prior acquisition. We did not have cash flows from investing activities for the month of January 2015.

We generated $51 million of cash flows from investing activities of continuing operations in fiscal 2015, including $80 million of proceeds from the U.S. Treasury cash grant in connection with the Plainfield plant, offset by $29 million to purchase property, plant, and equipment.

We generated $297 million of cash in support of investing activities of continuing operations in fiscal 2014, including a $295 million dividend from New SAIC, $65 million of proceeds from the sale of facilities, $12 million of proceeds from the sale of cost method investments, partially offset by a $26 million capital contribution to New SAIC and $53 million to purchase property, plant and equipment.

Cash Used in Financing Activities of Continuing Operations. We used $249 million of cash in support of financing activities of continuing operations for the 11-month period ended January 1, 2016, primarily due to the repayment and retirement of debt of $36 million, the payment of dividends of $93 million and $100 million to repurchase shares of our stock related to the May 2015 ASR.

We used $47 million of cash in support of financing activities of continuing operations for the month of January 2015, including the repayment and retirement of debt of $23 million and the payment of dividends of $24 million.

We used $478 million of cash in support of financing activities of continuing operations in fiscal 2015, including the repurchase and retirement of debt of $175 million, the payment of dividends of $95 million and $200 million to repurchase shares of our stock from the fiscal 2015 ASR, partially offset by $7 million in proceeds from the sale of stock under our employee stock purchase plan (ESPP) and exercise of stock options.

We used $894 million of cash from financing activities of continuing operations in fiscal 2014, including $477 million to pay dividends on Leidos stock ($342 million from our special cash dividend, see section below), $152 million to pay off notes assumed as part of the acquisition of Plainfield (an additional $13 million of costs to pay off these notes was included in cash flows from operating activities), and $300 million to repurchase shares of our stock from the accelerated stock repurchase program, partially offset by consideration received of $38 million related to the real estate financing transaction and $13 million in proceeds from the sale of stock under our ESPP and exercises of stock options. New SAIC received proceeds from the issuance of debt of $500 million, prior to the spin-off, and retained the debt obligation after spin-off.

Cash Flows from Discontinued Operations.

Cash (Used in) Provided by Operating Activities of Discontinued Operations. Cash flows provided by operating activities of discontinued operations decreased $22 million for the 11-month period ended January 1, 2016, as compared to fiscal 2015 primarily due to a decrease of net income adjusted for non-cash items of $12 million and a decrease in working capital of approximately $8 million. Cash flows provided by operating activities of discontinued operations was $20 million in the month of January 2015, primarily due to a tax benefit of $18 million from the conversion of one of our domestic subsidiaries held in discontinued operations. Cash flows provided by operating activities of discontinued operations decreased $103 million in fiscal 2015 as compared to fiscal 2014, primarily due to a decrease in net income of $73 million and a decrease of cash flows provided by operating activities of $22 million for New SAIC.

Cash Provided by (Used in) Investing Activities of Discontinued Operations. Cash flows provided by investing activities of discontinued operations were $6 million for the 11-month period ended January 1, 2016, due to cash proceeds received primarily for the sale of a component of our business focused on producing a suite of cybersecurity hardware and associated software and services completed in February 2015. There were no cash flows from investing activities of discontinued operations in the month of January 2015. Cash flows provided by investing activities of discontinued operations were $29 million for fiscal 2015 due to cash proceeds received for the sale of certain components of our business in fiscal 2015. Cash flows used in investing activities of discontinued operations were $17 million for fiscal 2014 for the purchase of property, plant, and equipment.

Leidos, Inc.'s Cash Flows. Any differences in cash flows from operating activities of continuing operations for Leidos, Inc. as compared to Leidos are primarily attributable to interest impacts (which have generally reduced cash flows from operating activities of Leidos, Inc., but may increase cash flows due to changes in note position) incurred by Leidos, Inc. on its note with Leidos and changes in excess tax benefits related to stock-based compensation (which reduce cash flows from operating activities for Leidos). Any differences between cash flows from investing and financing activities of continuing operations for Leidos, Inc. as compared to Leidos relate to issuances of stock (or repurchases of stock) by Leidos to employees of Leidos, Inc. and its subsidiaries, payment of certain obligations on behalf of Leidos and any loan repayments. These activities are reflected in cash flows from investing activities for Leidos, Inc. as proceeds and payments on obligations of Leidos Holdings, Inc.; whereas these activities, excluding loan repayments, are reflected in cash flows from financing activities for Leidos.

Special Cash Dividend

In fiscal 2014, Leidos' Board of Directors declared a special cash dividend of $4.00 per share of Leidos common stock and paid an aggregate of $342 million to stockholders as of the record date of June 14, 2013.

In connection with the Lockheed Martin Transaction, prior to the consummation of the transaction, and subject to applicable law, Leidos shall declare and pay a special dividend of approximately $1.03 billion to its stockholders, conditioned on completion of the Lockheed Martin Transaction. The special dividend will be funded by a combination of new borrowing and cash on hand.

Stock Repurchase Programs

In fiscal 2014, our Board of Directors authorized a stock repurchase program ("2013 Stock Repurchase Program") under which we may repurchase up to 20 million shares of Leidos common stock. This share repurchase authorization replaces the March 2012 share repurchase authorization of 10 million shares. Stock repurchases may be made on the open market or in privately negotiated transactions with third parties including through accelerated share repurchase agreements. Whether repurchases are made and the timing and actual number of shares repurchased depends on a variety of factors including price, corporate capital requirements, other market conditions and regulatory requirements. The repurchase program may be accelerated, suspended, delayed or discontinued at any time.

In the 11-month period ended January 1, 2016, we entered into an Accelerated Share Repurchase ("ASR") agreement with a financial institution to repurchase shares of our outstanding common stock for an aggregate purchase price of $100 million, resulting in a delivery of 2.4 million shares, completed during the second quarter of the 11-month period ended January 1, 2016.

In fiscal 2015, we entered into an ASR agreement with a financial institution to repurchase shares of our outstanding common stock for an aggregate purchase price of $200 million, resulting in a delivery of 5.3 million shares, completed during the second quarter of fiscal 2015.

In fiscal 2014, we entered into an ASR agreement with a financial institution to repurchase shares of our outstanding common stock for an aggregate purchase price of $300 million, resulting in an initial delivery of 5.6 million shares of our outstanding shares of common stock for an aggregate value of $255 million. The final delivery of approximately 1.0 million shares for a total value of $45 million under the program was completed during the first quarter of fiscal 2015.

Outstanding Indebtedness

During fiscal 2015, we entered into interest rate swap agreements to hedge the fair value with respect to all of the $450 million aggregate principal outstanding on our fixed rate 4.45% notes maturing in December 2020 (the “Notes”). The objective of these instruments is to hedge the Notes against changes in fair value due to the variability in the six-month LIBOR rate (the benchmark interest rate), which effectively converted the debt into floating interest rate debt. Under the terms of the interest rate swap agreements, we will receive semi-annual interest payments at the coupon rate of 4.45% and will pay variable interest based on the six-month LIBOR rate. The counterparties to these agreements are financial institutions.

Our outstanding notes payable and long-term debt consisted of the following:

	Stated interest rate	Effective interest rate	**January 1, 2016**	January 30, 2015
		(dollars in millions)		
Leidos Holdings, Inc. senior unsecured notes:				
$450 million notes issued in fiscal 2011, which mature in December 2020 [(1)]	4.45%	4.53%	**$ 457**	$ 466
$300 million notes issued in fiscal 2011, which mature in December 2040	5.95%	6.03%	**218**	232
Leidos, Inc. senior unsecured notes:				
$250 million notes issued in fiscal 2003, which mature in July 2032	7.13%	7.43%	**248**	248
$300 million notes issued in fiscal 2004, which mature in July 2033	5.50%	5.88%	**159**	182
Capital leases and other notes payable due on various dates through fiscal 2020	0%-5.55%	Various	**6**	38
Total notes payable and long-term debt			**1,088**	1,166
Less current portion			**2**	2
Total notes payable and long-term debt, net of current portion			**$ 1,086**	$ 1,164
Fair value of notes payable and long-term debt			**$ 1,060**	$ 1,152

(1) As a result of executing the interest rate swap agreements, the carrying values of $457 million and $466 million include fair value adjustments of $9 million and $17 million, respectively, attributable to changes in the benchmark interest rate, the six-month LIBOR rate, for the 11-month period ended January 1, 2016, and the fiscal year ended January 30, 2015, respectively.

During the 11-month period ended January 1, 2016, we repurchased in the open market and retired principal amounts of $14 million on our $300 million 5.95% notes issued by Leidos Holdings, Inc. maturing in December 2040 and $23 million on our $300 million 5.50% notes issued by Leidos, Inc. maturing in July 2033. We recorded an immaterial gain on extinguishment of debt for the Leidos Holdings, Inc. and Leidos, Inc. notes as part of the partial repayment of the respective notes. The total combined gain of $1 million represents the difference between the repurchase price of $36 million and the net carrying amount of the notes. The net carrying amount was reduced by the write-off of a portion of the unamortized debt discount and deferred financing costs on a pro-rata basis to the reduction of debt. We recorded the gain (loss) on extinguishment of debt in "Other income (expense), net" in our consolidated statements of income.

During fiscal 2015, we repurchased in the open market and retired principal amounts of $67 million on our $300 million 5.95% notes issued by Leidos Holdings, Inc. maturing in December 2040 and $116 million on our $300 million 5.50% notes issued by Leidos, Inc. maturing in July 2033. We recorded a $3 million gain on extinguishment of debt for the Leidos Holdings, Inc. notes and a $2 million gain for the Leidos, Inc. notes as part of the partial repayment of the respective notes. The total combined gain of $5 million represents the difference between the repurchase price of $175 million and the net carrying amount of the notes repurchased. The net carrying amount was reduced by the write-off of a portion of the unamortized debt discount and deferred financing costs on a pro-rata basis to the reduction of debt. We recorded the gain (loss) on extinguishment of debt in "Other income (expense), net" in our consolidated statements of income.

The notes payable outstanding as of January 1, 2016, contain financial covenants and customary restrictive covenants, including, among other things, restrictions on our ability to create liens and enter into sale and leaseback transactions. We were in compliance with all covenants as of January 1, 2016. For additional information on our notes payable and long-term debt, see Note 9 of the combined notes to consolidated financial statements contained within this Transition Report on Form 10-K.

Credit Facility. We have a revolving credit facility, fully and unconditionally guaranteed by Leidos, Inc., which had provided for $750 million in unsecured borrowing capacity at interest rates determined, at our option, based on either LIBOR plus a margin or a defined base rate. During fiscal 2015, we amended the credit facility to, among other things, change the ratio of consolidated funded debt to EBITDA that we are required to maintain. In connection with the amendment to the credit facility, we exercised our right under the credit agreement to voluntarily reduce the combined commitment of the lenders from $750 million to $500 million. The original maturity date of the facility was March 2017. In January 2016, we amended the facility to extend the maturity date by one year to March 2018. As of January 1, 2016, and January 30, 2015, there were no borrowings outstanding under the credit facility.

The credit facility contains certain customary representations and warranties, as well as certain affirmative and negative covenants. The financial covenants contained in the amended credit facility require that, for a period of four trailing fiscal quarters, we maintain a ratio of consolidated funded debt, including borrowings under this facility, to EBITDA (adjusted for other items as defined in the credit facility) of not more than 4.0 to 1.0 no later than January 29, 2016, and 3.75 to 1.0 thereafter and a ratio of EBITDA (adjusted for certain items as defined in the credit facility) to interest expense of greater than 3.5 to 1.0. We were in compliance with these financial covenants as of January 1, 2016. A failure to meet these financial covenants in the future could eliminate our borrowing capacity under the credit facility.

The available borrowing capacity on the credit facility may vary each quarter based on the trailing four quarters of EBITDA. If our trailing four quarters of EBITDA declines below a certain threshold in relation to outstanding debt, the borrowing capacity available under the credit facility is reduced. Our available borrowing capacity based on the results of our trailing four quarters of EBITDA as of January 1, 2016, is $500 million.

For additional information on our credit facility, see Note 9 of the combined notes to consolidated financial statements contained within this Transition Report on Form 10-K.

Off-Balance Sheet Arrangements

We have outstanding performance guarantees and cross-indemnity agreements in connection with certain of our unconsolidated joint venture investments. We also have letters of credit outstanding principally related to guarantees on contracts with foreign government customers and surety bonds outstanding principally related to performance and payment bonds as described in Note 20 of the combined notes to consolidated financial statements contained within this Transition Report on Form 10-K. These arrangements have not had, and management does not believe it is likely that they will in the future have, a material effect on our liquidity, capital resources, operations or financial condition.

Contractual Obligations

The following table summarizes, as of January 1, 2016, our obligations to make future payments pursuant to certain contracts or arrangements and provides an estimate of the fiscal years in which these obligations are expected to be satisfied:

	Payments Due by Fiscal Year						
	Total	2016	2017	2018	2019	2020	2021 & Thereafter
	(in millions)						
Contractual obligations[1]:							
Long-term debt (including current portion) [2]	$ 1,974	$ 60	$ 60	$ 59	$ 60	$ 59	$ 1,676
Operating lease obligations	349	84	69	58	45	31	62
Capital lease obligations	6	2	2	1	1	—	—
Other long-term liabilities [3]	41	6	6	6	6	6	11
Total contractual obligations	$ 2,370	$ 152	$ 137	$ 124	$ 112	$ 96	$ 1,749

(1) We have excluded purchase orders for services or products to be delivered pursuant to U.S. Government contracts for which we are entitled to full recourse under normal contract termination clauses.

(2) Includes total interest payments on our outstanding debt. Interest payments represent the entire balance for fiscal 2016-2020 and $589 million of our obligations in fiscal 2021 and thereafter. The total interest payments on our outstanding debt are calculated based on the stated fixed rates of the senior unsecured notes and do not reflect the variable interest component due to the interest rate swap agreements.

(3) Other long-term liabilities were allocated by fiscal year as follows: liabilities under deferred compensation arrangements are based upon the average annual payments in prior years upon termination of employment by participants and other liabilities are based on the fiscal year that the liabilities are expected to be realized. The table above does not include income tax liabilities for uncertain tax positions of $5 million and $4 million of additional tax liabilities, as we are not able to reasonably estimate the timing of payments in individual years due to uncertainties in the timing of audit outcomes and when settlements will become due. There is no obligation included for our foreign defined benefit pension plan, as the plan is overfunded by $2 million as of January 1, 2016. For a discussion of potential changes in these pension obligations, see Note 15 of the combined notes to consolidated financial statements contained within this Transition Report on Form 10-K.

Commitments and Contingencies

We are subject to a number of reviews, investigations, claims, lawsuits and other uncertainties related to our business. For a discussion of these items, see Notes 19 and 20 of the combined notes to the consolidated financial statements contained within this Transition Report on Form 10-K.

Critical Accounting Policies

Our discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The preparation of these financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingencies at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting periods. Management evaluates these estimates and assumptions on an ongoing basis. Our estimates and assumptions have been prepared by management on the basis of the most current reasonably available information. The results of these estimates form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results could differ from these estimates under different assumptions and conditions.

We have several critical accounting policies that are both important to the portrayal of our financial condition and results of operations and require management's most difficult, subjective and complex judgments. Typically, the circumstances that make these judgments difficult, subjective and complex have to do with making estimates about the effect of matters that are inherently uncertain. Our critical accounting policies are described below.

Revenue Recognition. We generate our revenues from various types of contracts, which include firm-fixed-price, time-and-materials, fixed-price-level-of-effort, cost-plus-fixed-fee, cost-plus-award-fee and cost-plus-incentive-fee contracts.

Firm-fixed-price contracts—Revenues and fees on these contracts that are system integration or engineering in nature are primarily recognized using the percentage-of-completion method of accounting utilizing the cost-to-cost method. The completed contract method is utilized when reasonable and reliable cost estimates for a project cannot be made.

Time-and-materials contracts—Revenue is recognized on time-and-materials contracts based on the hours provided in performance under the contract multiplied by the negotiated contract billing rates, plus the negotiated contract billing rate of any allowable material and subcontract costs and out-of-pocket expenses.

Fixed-price-level-of-effort contracts ("FP-LOE")—These contracts are substantially similar to time-and-materials contracts except they require a specified level of effort over a stated period of time. Accordingly, we recognize revenue on FP-LOE contracts with the U.S. Government in a manner similar to time-and-materials contracts in which we measure progress toward completion based on the hours provided in performance under the contract multiplied by the negotiated contract billing rates plus the negotiated contract billing rate of any allowable material costs and out-of-pocket expenses.

Cost-plus-fixed-fee contracts—Revenue is recognized on cost-plus-fixed-fee contracts with the U.S. Government on the basis of partial performance equal to costs incurred plus an estimate of applicable fees earned as we become contractually entitled to reimbursement of costs and the applicable fees.

Cost-plus-award-fee/cost-plus-incentive fee contracts—Revenues and fees on these contracts with the U.S. Government are primarily recognized using the percentage-of-completion method of accounting most often based on the cost-to-cost method. We include an estimate of the ultimate incentive or award fee to be received on the contract in the estimate of contract revenues for purposes of applying the percentage-of-completion method of accounting.

Revenues from services and maintenance contracts, notwithstanding contract type, are recognized over the term of the respective contracts as the services are performed and revenue is earned. Revenues from unit-priced contracts are recognized as transactions are processed based on objective measures of output. Revenues from the sale of manufactured products are recorded upon passage of title and risk of loss to the customer, which is generally upon delivery, provided that all other requirements for revenue recognition have been met.

We also use the efforts-expended method of percentage-of-completion using measures such as labor dollars for measuring progress toward completion in situations in which this approach is more representative of the progress on the contract. For example, the efforts-expended method is utilized when there are significant amounts of materials or hardware procured for the contract that is not representative of progress on the contract. Additionally, we utilize the units-of-delivery method under percentage-of-completion on contracts where separate units of output are produced. Under the units-of-delivery method, revenue is generally recognized when the units are delivered to the customer, provided that all other requirements for revenue recognition have been met.

We also evaluate contracts for multiple elements, and when appropriate, separate the contracts into separate units of accounting for revenue recognition.

We provide for anticipated losses on contracts by recording an expense during the period in which the losses are determined. Amounts billed and collected but not yet recognized as revenues under contracts are deferred. Contract costs incurred for U.S. Government contracts, including indirect costs, are subject to audit and adjustment through negotiations between us and government representatives. We have agreed upon and settled indirect contract costs through fiscal 2010. Revenues on U.S. Government contracts have been recorded in amounts that are expected to be realized upon final settlement.

Contract claims are unanticipated additional costs incurred but not provided for in the executed contract price that we seek to recover from the customer. Such costs are expensed as incurred. Additional revenue related to contract claims is recognized when the amounts are awarded by the customer. Un-priced change orders are included in revenue when they are probable of recovery in an amount at least equal to the cost.

In certain situations, primarily where we are not the primary obligor on certain elements of a contract such as the provision of administrative oversight and/or management of government-owned facilities or logistical support services related to other vendors' products, we recognize as revenues the net management fee associated with the services and exclude from our income statement the gross sales and costs associated with the facility or other vendors' products.

Changes in Estimates on Contracts. Changes in estimates related to certain types of contracts accounted for using the percentage of completion method of accounting are recognized in the period in which such changes are made for the inception-to-date effect of the changes. Changes in these estimates can routinely occur over the contract performance period for a variety of reasons, including changes in contract scope, contract cost estimates and estimated incentive or award fees. Favorable contract performance resulted in a net increase to income from continuing operations of $18 million and an increase of $0.14 per diluted share for the 11-month period ended January 1, 2016, and a net decrease to loss from continuing operations of $24 million and a decrease of $0.20 to diluted loss per share for fiscal 2015. Unfavorable contract performance resulted in a net decrease to income from continuing operations of $21 million and a decrease of $0.15 per diluted share for fiscal 2014.

Receivables. Our accounts receivable include amounts billed and currently due from customers as well as billable receivables that generally consist of amounts to be billed within the next month. Since our receivables are primarily with the U.S. Government, we do not have exposure to a material credit risk. Unbilled receivables consist of amounts billable and contract retentions. Amounts billable are stated at estimated realizable value and consist of costs and fees, substantially all of which are expected to be billed and collected within one year. Amounts billable also include rate variances that are billable upon negotiation of final indirect rates with the U.S. Government and, once billed, are subject to audit and approval by government representatives. Contract retentions are billed upon contract completion, or the occurrence of a specified event, and when negotiation of final indirect rates with the U.S. Government is complete. Consequently, the timing of collection of retention balances is outside our control. Based on our historical experience, the majority of retention balances are expected to be collected beyond one year and write-offs of retention balances have not been significant. When events or conditions indicate that amounts outstanding from customers may become uncollectible, an allowance is estimated and recorded.

Business Combinations and Goodwill and Intangible Assets Impairment. The accounting for business combinations requires management to make judgments and estimates of the fair value of assets acquired, including the identification and valuation of intangible assets, as well as the liabilities and contingencies assumed. Such judgments and estimates directly impact the amount of goodwill recognized in connection with each acquisition.

Goodwill represents purchase consideration paid in a business combination that exceeds the values assigned to the net assets of acquired businesses. Goodwill is not amortized but instead is tested for impairment at the reporting unit level annually at the beginning of the fourth quarter and during interim periods, whenever events or circumstances indicate that the carrying value may not be recoverable.

Historically, we have elected to perform this impairment evaluation as of the first day of the fourth quarter of the fiscal year. The change in our fiscal year-end from the Friday nearest the end of January to the Friday nearest the end of December resulted in an annual goodwill impairment test date that is approximately one month earlier than in previous years. The change in the annual goodwill impairment testing date is deemed a change in accounting principle, which we believe to be preferable. The change was made to better align with our most significant customer’s fiscal year as well as our year-end reporting cycle and annual planning and budgeting process, which is a significant element in the annual goodwill impairment test. This change in accounting principle did not delay, accelerate or avoid a goodwill impairment charge. The annual goodwill impairment test was performed on November 1, 2014, and on October 3, 2015, such that a period greater than 12 months did not elapse between test dates. The change in the annual goodwill impairment testing date was applied prospectively beginning on October 3, 2015, and had no effect on the consolidated financial statements. This change was not applied retrospectively as it is impracticable to objectively determine valuation estimates in prior periods.

Goodwill is evaluated for impairment either under a qualitative assessment option or a two-step quantitative approach depending on the facts and circumstances of a reporting unit, including the excess of fair value over carrying amount in previous assessments and changes in business environment.

When performing a qualitative assessment, we consider factors including, but not limited to, current macroeconomic conditions, industry and market conditions, cost factors, financial performance and other events relevant to the entity or reporting unit under evaluation to determine whether it is more likely or not that the fair value of a reporting unit is less than its carrying amount. If we determine that it is more likely than not that a reporting unit’s fair value is less than its carrying amount, a quantitative two-step goodwill impairment test is performed.

In evaluating the first step of the two-step quantitative goodwill impairment test, the estimated fair value of each reporting unit is compared to its carrying value, which includes the allocated goodwill. If the estimated fair value of a reporting unit is more than its carrying value, including allocated goodwill, no further analysis is required. If the estimated fair value of a reporting unit is less than its carrying value, including allocated goodwill, a second step is performed to compute the amount of the impairment by determining an implied fair value of goodwill. The implied fair value of goodwill is the residual fair value derived by deducting the fair value of a reporting unit’s identifiable assets and liabilities from its estimated fair value calculated in the first step. If the carrying value of a reporting unit’s goodwill exceeds its implied fair value, then we record an impairment charge equal to the difference.

We estimate the fair value of each reporting unit using both market and income approaches.

The market approach consists of the guideline public company method, which is a valuation technique where the fair value is calculated based on market prices obtained from a detailed market analysis of publicly traded companies that provide a reasonable basis of comparison for each reporting unit. Valuation ratios are selected that relate market prices to selected financial metrics from comparable companies. These ratios are applied after consideration of adjustments and weightings related to financial position, growth, volatility, working capital movement, and other factors. Due to the fact that stock prices of comparable companies represent minority interests we also consider an acquisition control premium to reflect the impact of additional value associated with a controlling interest.

The income approach is a valuation technique where the fair value is calculated based on forecasted future cash flows within the projection period discounted back to the present value with appropriate risk adjusted discount rates, which represent the weighted-average cost of capital ("WACC") for each reporting unit. This includes assessing the cost of equity and debt capital as of the valuation date. In addition, a terminal value is developed for forecasted future cash flows beyond the projection period discounted back to the present value. The forecasts used in our estimation of fair value are developed by management based on business and market considerations.

Each model is based upon certain key assumptions that require the exercise of significant judgment including judgments for the use of appropriate financial projections, economic expectations, discount rates and WACC as well as using available market data. The goodwill impairment test process also requires management to make significant judgments and assumptions, including revenue, profit, expected long-term growth rates and cash flow forecasts about the reporting units to which goodwill is assigned. The fair values of our reporting units are based on estimates and assumptions that are believed to be reasonable. Significant changes to these estimates and assumptions could adversely impact our conclusions and actual future results may differ from the estimates. In addition, the identification of reporting units and the allocation of assets and liabilities to the reporting units when determining the carrying value of each reporting unit also requires judgment.

Our annual goodwill impairment analysis for the 11-month period ended January 1, 2016, indicated the estimated fair value of all of our reporting units were substantially in excess of their carrying values. Accordingly, no goodwill impairment charges were recorded as part of the annual goodwill impairment analysis.

The carrying value of goodwill as of January 1, 2016, was $1.2 billion. We face continued uncertainty in our business environment due to the substantial fiscal and economic challenges facing the U.S. Government, our primary customer, as well as challenges in the commercial healthcare industry, compounded by lower levels of U.S. Government reimbursements, including reductions in Medicare reimbursements which in turn impact hospital IT spending. Adverse changes in fiscal and economic conditions could adversely impact our future revenues and profitability. These circumstances could result in an impairment of goodwill and/or other intangibles. Also adverse equity market conditions that result in a decline in market multiples and our stock price could result in an impairment of goodwill and/or other intangibles.

Intangible assets with finite lives are assessed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Intangible assets with indefinite lives are not amortized but are assessed for impairment at the beginning of the fourth quarter and whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Additionally, other indefinite-lived intangible assets are not being amortized until such time that the useful life is determined to no longer be indefinite.

In the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014, we recognized intangible asset impairment charges of $4 million, $41 million and $51 million respectively. The carrying value of intangible assets as of January 1, 2016, was $25 million.

Income Taxes. We account for income taxes under the asset and liability method of accounting, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. Under this method, changes in tax rates and laws are recognized in income in the period such changes are enacted. The provision for federal, state, foreign and local income taxes is calculated on income before income taxes based on current tax law and includes the cumulative effect of any changes in tax rates from those used previously in determining deferred tax assets and liabilities. Such provision differs from the amounts currently payable because certain items of income and expense are recognized in different reporting periods for financial reporting purposes than for income tax purposes.

Recording our provision for income taxes requires management to make significant judgments and estimates for matters whose ultimate resolution may not become known until the final resolution of an examination by the IRS or state agencies. Additionally, recording liabilities for uncertain tax positions involves significant judgment in evaluating our tax positions and developing our best estimate of the taxes ultimately expected to be paid.

We record net deferred tax assets to the extent we believe these assets will more likely than not be realized. In making such determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax planning strategies and recent results of operations. If we were to determine that we would be able to realize our deferred income tax assets in the future in excess of their net recorded amount or would no longer be able to realize our deferred income tax assets in the future as currently recorded, we would make an adjustment to the valuation allowance which would decrease or increase the provision for income taxes.

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Taxes.* This update requires that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. During the 11-month period ended January 1, 2016, we early adopted ASU 2015-17 on a prospective basis. This resulted in a reclassification of our net current deferred tax assets of $13 million, of which $12 million was reclassified to net non-current deferred tax liabilities and $1 million to net non-current deferred tax assets in our consolidated balance sheets as of January 1, 2016. No prior periods were retrospectively adjusted.

We also recognize liabilities for uncertain tax positions when it is more likely than not that a tax position will not be sustained upon examination and settlement with various taxing authorities. Liabilities for uncertain tax positions are measured based upon the largest amount of benefit that is greater than 50% likely to be realized upon ultimate settlement. We have experienced years when liabilities for uncertain tax positions were settled for amounts different from recorded amounts as described in Note 14 of the combined notes to the consolidated financial statements contained within this Transition Report on Form 10-K.

Stock-Based Compensation. We account for stock-based compensation in accordance with the accounting standard for stock compensation. Under the fair value recognition provisions of this standard, share-based compensation cost is measured at the grant date based on the fair value of the award and is recognized as expense over the requisite service period, which is generally the vesting period, net of an estimated forfeiture rate.

The fair value of the restricted stock awards and performance-based stock awards is based on the closing price of our common stock on the date of grant. We use a Monte Carlo simulation to estimate the fair value of certain performance-based awards with market conditions.

We determine the fair value of stock option awards granted using the Black-Scholes-Merton option pricing model. The estimation of stock option fair value requires management to make complex estimates and judgments about, among other things, employee exercise behavior, forfeiture rates, and the expected volatility of Leidos common stock over the expected option term. These judgments directly affect the amount of compensation expense that will ultimately be recognized.

Prior to our separation transaction, the expected term of the stock option awards granted was derived from our historical experience with the exception of stock option awards granted to our outside directors prior to fiscal 2013 which were derived utilizing the “simplified” method presented in SEC Staff Accounting Bulletin Nos. 107 and 110, “Share-Based Payment.” Expected volatility was based on an average of the historical volatility of Leidos' stock and the implied volatility from traded options on Leidos stock. The risk-free interest rate was based on the yield curve of a zero-coupon U.S. Treasury bond with a maturity equal to the expected term of the stock option on the date of grant. We used historical data to estimate forfeitures.

After the separation transaction, the expected term for all stock option awards granted was derived utilizing the “simplified” method due to the lack of historical experience post separation. Expected volatility was estimated as of each grant date during fiscal 2014 and 2015, based on a weighted average historical volatility of a group of publicly-traded peer companies for a period consistent with the expected option term due to lack of historical volatility post separation. In the 11-month period ended January 1, 2016, the expected volatility was estimated using a blended volatility method for a period consistent with the expected term based more significantly on the weighted average historical volatility of a group of publicly-traded peer companies and the weighted average implied volatility from traded options on Leidos stock for a time period prior to the grant date. We will continue to use peer group volatility information, until sufficient historical volatility of our common stock is relevant, to measure expected volatility for future option grants. The risk-free rate is derived in the same manner as prior to the separation transaction. We use historical data to estimate forfeitures.

For the 11-month period ended January 1, 2016, and fiscal 2015 we assumed a weighted average volatility of 24.5% and 25.1%, respectively. For fiscal 2014, we assumed weighted average volatilities of 25.0% for stock option awards granted prior to the separation transaction and 30.1% for stock option awards granted after the separation transaction. If other assumptions are held constant, an increase or decrease by 10% in our 11-month period ended January 1, 2016, volatility assumptions would have changed the grant-date fair value of our stock options awarded during the 11-month period ended January 1, 2016, by approximately 12%.

Recently Adopted and Issued Accounting Pronouncements

For a discussion of these items, see Note 1—Summary of Significant Accounting Policies of the combined notes to the consolidated financial statements contained with this Transition Report on Form 10-K.

Effects of Inflation

Approximately 51% of our revenues are derived from cost-reimbursement type contracts, which are generally completed within one year. Bids for longer-term FFP and T&M and FP-LOE contracts typically include sufficient provisions for labor and other cost escalations to cover anticipated cost increases over the period of performance. As a result, our revenues and costs have generally both increased commensurate with inflation and net income as a percentage of total revenues has not been significantly affected.

Item 7A. *Quantitative and Qualitative Disclosures About Market Risk*

We are exposed to certain market risks in the normal course of business. Our current market risk exposures are primarily related to interest rates and foreign currency fluctuations. The following information about our market sensitive financial instruments contains forward-looking statements.

Interest Rate Risk

Our exposure to market risk for changes in interest rates relates primarily to our investments and long-term debt obligations. We have established an investment policy that prioritizes our objectives to minimize principal exposure, maximize liquidity and generate after-tax returns. This policy establishes guidelines regarding acceptability of instruments and maximum maturity dates and requires diversification in the investment portfolios by establishing maximum amounts that may be invested in designated instruments and issuers. Our policy authorizes, with Board of Directors' approval, the limited use of derivative instruments to hedge specific interest rate risks.

Debt obligations and derivatives. At January 1, 2016, and January 30, 2015, we had $1.1 billion and $1.2 billion, respectively, of fixed rate debt. During fiscal 2015, we entered into interest rate swap agreements with respect to all of the $450 million aggregate principal outstanding on our fixed rate 4.45% notes maturing in December 2020. The interest rate swap agreements effectively converted a portion of our fixed-rate debt to floating-rate debt tied to the changes in the six-month LIBOR benchmark interest rate. As a result, we may experience fluctuations in interest expense.

As of January 1, 2016, and January 30, 2015, the fair value of our interest rate swaps was $8 million and $17 million, respectively. Under the terms of the interest rate swap agreements, we will receive semi-annual interest payments at the coupon rate of 4.45% and will pay variable interest based on the six-month LIBOR rate. The counterparties to these agreements are financial institutions. We do not hold or issue derivative financial instruments for trading or speculative purposes. We cannot predict future market fluctuations in interest rates and their impact on our interest rate swaps due to the payment of variable rate interest in comparison to the fixed amount paid. For the 11-month period ended January 1, 2016, and fiscal 2015, a hypothetical 10% movement in the six-month LIBOR rate would have less than a $4 million and $2 million impact, respectively, on our annual interest expense due to the interest rate swaps in comparison to the fixed rate 4.45% notes. For additional information related to our interest rate swap agreements and debt, see Notes 8 and 9, respectively, to the consolidated financial statements contained in this Transition Report.

Cash and Cash Equivalents. As of January 1, 2016, and January 30, 2015, our cash and cash equivalents included investments in several large institutional money market funds and bank deposits. A 10% interest rate movement would not materially impact the value of the holdings or on interest income.

Foreign Currency Risk

Although the majority of our transactions are denominated in U.S. dollars, some of our transactions are denominated in foreign currencies. Our foreign currency exchange rate risk relates to receipts from customers, payments to suppliers and certain intercompany transactions denominated in currencies other than our (or one of our subsidiaries') functional currency. Our foreign operations are growing but remain immaterial and therefore do not have a material impact on our consolidated statements of income and consolidated statements of cash flows.

PART II

Item 8. *Financial Statements and Supplementary Data*

See our consolidated financial statements attached hereto and listed on the Index to Consolidated Financial Statements set forth on page F-1 of this Transition Report on Form 10-K.

Item 9. *Changes in and Disagreements With Accountants on Accounting and Financial Disclosure*

None.

Item 9A. *Controls and Procedures*

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer (our Chief Executive Officer) and principal financial officer (our Executive Vice President and Chief Financial Officer), has evaluated the effectiveness of Leidos’ and Leidos, Inc.'s disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934) as of January 1, 2016, and our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the U.S. Securities Exchange Commission. These disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934 is accumulated and communicated to our management, including our principal executive officer and our principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There have been no changes in Leidos' or Leidos, Inc.'s internal control over financial reporting that occurred in the fourth quarter of the 11-month period ended January 1, 2016, covered by this Transition Report that materially affected, or are reasonably likely to materially affect, Leidos' or Leidos, Inc.'s internal control over financial reporting.

Management’s Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America.

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of Leidos' and Leidos, Inc.'s internal control over financial reporting as of January 1, 2016, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Our management has assessed the effectiveness of our internal control over financial reporting as of January 1, 2016, and has concluded that our internal control over financial reporting as of that date was effective.

Deloitte & Touche LLP, an independent registered public accounting firm, audited our consolidated financial statements included in this Transition Report on Form 10-K and our internal control over financial reporting, and that firm’s reports on our internal control over financial reporting are set forth below.

February 26, 2016

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of

Leidos Holdings, Inc.

Reston, Virginia

We have audited the internal control over financial reporting of Leidos Holdings, Inc. and subsidiaries (the “Company”) as of January 1, 2016, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company’s internal control over financial reporting is a process designed by, or under the supervision of, the company’s principal executive and principal financial officers, or persons performing similar functions, and effected by the company’s board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of January 1, 2016, based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the 11-month period ended January 1, 2016 of the Company and our report dated February 26, 2016 expressed an unqualified opinion on those financial statements and included an explanatory paragraph regarding the fiscal year end change.

/s/ Deloitte & Touche LLP

McLean, Virginia

February 26, 2016

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholder of

Leidos, Inc.

Reston, Virginia

We have audited the internal control over financial reporting of Leidos, Inc. and subsidiaries (the “Company”) as of January 1, 2016, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company’s internal control over financial reporting is a process designed by, or under the supervision of, the company’s principal executive and principal financial officers, or persons performing similar functions, and effected by the company’s board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of January 1, 2016, based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the 11-month period ended January 1, 2016 of the Company and our report dated February 26, 2016 expressed an unqualified opinion on those financial statements and included an explanatory paragraph regarding the fiscal year end change.

/s/ Deloitte & Touche LLP

McLean, Virginia

February 26, 2016

Item 9B. *Other Information*

None.

PART III

Item 10. *Directors, Executive Officers and Corporate Governance*

For certain information required by Item 10 with respect to executive officers, see "Executive and Other Key Officers of the Registrant" at the end of Part I of this Transition Report on Form 10-K. For additional information required by Item 10 with respect to executive officers and directors, including audit committee and audit committee financial experts, procedures by which stockholders may recommend nominees to the Board of Directors, and compliance with Section 16(a) of the Securities Exchange Act of 1934, see the information included in an amendment to this Transition Report on Form 10-K or incorporated by reference from the 2016 Proxy Statement.

We have adopted a code of conduct that applies to our principal executive officer and our senior financial officers. A copy of our code of conduct is available on the Investor Relations section of our website free of charge at *www.leidos.com* by clicking on the links entitled "Investors" then "Corporate Governance" and then "Code of Conduct." We intend to post on our website any material changes to or waivers from our code of business ethics. The information on our website is not incorporated by reference into and is not a part of this Transition Report on Form 10-K.

Item 11. *Executive Compensation*

For information required by Item 11 with respect to executive compensation and director compensation, see the information included in an amendment to this Transition Report on Form 10-K or incorporated by reference from the 2016 Proxy Statement.

For information required by Item 11 with respect to compensation committee interlocks and insider participation, see the information included in an amendment to this Transition Report on Form 10-K or incorporated by reference from the 2016 Proxy Statement.

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*

For information required by Item 12 with respect to the security ownership of certain beneficial owners and management, see the information included in an amendment to this Transition Report on Form 10-K or incorporated by reference from the 2016 Proxy Statement.

Information with respect to our equity compensation plans as of January 1, 2016, is set forth below:

Plan Category	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights	(b) Weighted-average exercise price of outstanding options, warrants and rights	(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders [1]	4,944,548 [2]	$ 38.21 [3]	18,488,827 [4]
Equity compensation plans not approved by security holders [5]	—	—	— [5]
Total	4,944,548	$ — [3]	18,488,827

(1) The following equity compensation plans approved by security holders are included in this plan category: the 2006 Equity Incentive Plan and the 2006 Employee Stock Purchase Plan.

(2) Represents (i) 2,302,550 shares of Leidos common stock reserved for future issuance for performance-based awards assuming achievement of the target level of performance for unearned performance-based awards (does not include an additional 103,490 shares if the maximum level of performance is achieved) and other stock awards under the 2006 Equity Incentive Plan, (ii) 246,716 shares of Leidos common stock issuable pursuant to dividend equivalent rights and (iii) 2,395,282 shares of Leidos common stock reserved for future issuance upon the exercise of outstanding options awarded under the 2006 Equity Incentive Plan. Does not include shares to be issued pursuant to purchase rights under the 2006 Employee Stock Purchase Plan.

(3) Does not include shares to be issued for performance-based and other stock awards and shares of stock issuable pursuant to dividend equivalent rights, which will not require any payment upon issuance of those shares.

(4) Represents 13,830,850 shares of Leidos common stock under the 2006 Employee Stock Purchase Plan and 4,657,976 shares of Leidos common stock under the 2006 Equity Incentive Plan. The maximum number of shares initially available for issuance under the 2006 Employee Stock Purchase Plan was 2.3 million. The 2006 Employee Stock Purchase Plan provides for an automatic increase to the share reserve on the first day of each fiscal year in an amount equal to the lesser of (i) 2.3 million shares, (ii) two percent of the number of shares of Leidos common stock outstanding on the last day of the immediately preceding fiscal year or (iii) a number determined by the compensation committee of the Board of Directors. The 2006 Equity Incentive Plan was amended in June 2012 to provide that the maximum number of shares available for issuance thereunder is 12.5 million. Those shares (i) that are issued under the 2006 Equity Incentive Plan that are forfeited or repurchased at the original purchase price or less or that are issuable upon exercise of awards granted under the plan that expire or become unexercisable for any reason after their grant date without having been exercised in full, (ii) that are withheld from an option or stock award pursuant to a Company-approved net exercise provision, or (iii) that are not delivered to or are award shares surrendered by a holder in consideration for applicable tax withholding will continue to be available for issuance under the plan.

(5) The Stock Compensation Plan and the Management Stock Compensation Plan have not been approved by security holders and are included in this plan category. These plans do not provide for a maximum number of shares available for future issuance.

Some of the principal features of the Stock Compensation Plan and the Management Stock Compensation Plan, together referred to as the Stock Compensation Plans, are summarized below, which summary is qualified in its entirety by the full text of the Stock Compensation Plans. Stockholder approval of the Stock Compensation Plans was not required.

Summary of the Stock Compensation Plans

The Stock Compensation Plans have been adopted to provide a long-term incentive to key employees by making deferred awards of shares of Leidos stock. All officers and employees are eligible to receive awards under the Stock Compensation Plan. However, only a select group of management and highly compensated senior employees are eligible to receive awards under the Management Stock Compensation Plan. Participation in the Management Stock Compensation Plan is limited to individuals that would permit the plan to be treated as a “top hat” plan under applicable Internal Revenue Service and Department of Labor Regulations.

The awarding authority (as appointed by our Board of Directors) designates those key employees receiving awards and the number of share units to be awarded. Each share unit generally corresponds to one share of stock, but the employee receiving an award of share units will not have a direct ownership interest in the shares of stock represented by the share units. We have established a trust, which enables us to transfer shares of Leidos stock into the trust for purposes of funding the Stock Compensation Plans’ obligations. The trust, which is maintained by Vanguard Fiduciary Trust Company as trustee under a trust agreement between the trustee and us, is a special type of trust known as a rabbi trust. In order to avoid current taxation of awards under the Stock Compensation Plans, the trust must permit our creditors to reach the assets of the trust in the event of our bankruptcy or insolvency.

The awarding authority will establish a vesting schedule of not more than seven years for each award. Awards will generally vest 100% at the end of the fourth year following the date of award. The death of a participant or a change in control of us will result in full vesting of an award. A participant will forfeit any unvested portions of the account if the participant’s employment terminates for any reason other than death. We receive the benefit of forfeited amounts to satisfy future awards under the Stock Compensation Plans.

Participants of the Stock Compensation Plan receive a lump sum distribution of their awards in shares of stock once they become vested while participants of the Management Stock Compensation Plan receive a distribution of their awards in shares of stock following termination or retirement. Participants will be taxed on the value of any amounts distributed from the Stock Compensation Plans at the time of the distribution and shares will be withheld in order to satisfy this obligation.

The day-to-day administration of the Stock Compensation Plans is provided by the nonqualified plans committee appointed by our Board of Directors. We have the right to amend or terminate the Stock Compensation Plans at any time and for any reason.

Item 13. *Certain Relationships and Related Transactions, and Director Independence*

For information required by Item 13 with respect to certain relationships and related transactions and the independence of directors and nominees, see the information included in an amendment to this Transition Report on Form 10-K or incorporated by reference from the 2016 Proxy Statement.

PART III

Item 14. *Principal Accounting Fees and Services*

For information required by Item 14 with respect to principal accounting fees and services, see the information included in an amendment to this Transition Report on Form 10-K or incorporated by reference from the 2016 Proxy Statement.

PART IV

Item 15. *Exhibits, Financial Statement Schedules*

(a) Documents filed as part of the report:

1. *Financial Statements*

Our consolidated financial statements are attached hereto and listed on the Index to Consolidated Financial Statements set forth on page F-1 of this Transition Report on Form 10-K.

2. *Financial Statement Schedules*

Financial statement schedules are omitted because they are not applicable or the required information is shown in our consolidated financial statements or the notes thereto.

3. *Exhibits*

Exhibit Number	Description of Exhibit
2.1	Distribution Agreement dated September 25, 2013. Incorporated by reference to Exhibit 2.1 to our Current Report on Form 8-K filed with the SEC on October 1, 2013.
2.2	Agreement and Plan of Merger, dated January 26, 2016, among Leidos Holdings, Inc., Lockheed Martin Corporation, Abacus Innovations Corporation, and Lion Merger Co. Incorporated by reference to Exhibit 2.1 to our Current Report on Form 8-K filed with the SEC on January 28, 2016.
2.3	Separation Agreement, dated January 26, 2016, between Lockheed Martin Corporation and Abacus Innovations Corporation. Incorporated by reference to Exhibit 2.2 to our Current Report on Form 8-K filed with the SEC on January 28, 2016.
3.1	Amended and Restated Certificate of Incorporation of Leidos Holdings, Inc. Incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K filed with the SEC on October 1, 2013.
3.2	Amended and Restated Bylaws of Leidos Holdings, Inc. Incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K filed with the SEC on March 25, 2015.
3.3	Amended and Restated Certificate of Incorporation of Leidos, Inc. Incorporated by reference to Exhibit 3.3 to our Current Report on Form 8-K filed with the SEC on October 1, 2013.
3.4	Amended and Restated Bylaws of Leidos, Inc. Incorporated by reference to Exhibit 3.2 to our Current Report on Form 8-K filed with the SEC on March 25, 2015.
4.1	Indenture dated June 28, 2002, between Leidos, Inc. and JPMorgan Chase Bank, as trustee. Incorporated by reference to Exhibit 4.2 to our Current Report on Form 8-K as filed on July 3, 2002, with the SEC. (SEC File No. 000-12771)
4.2	First Supplemental Indenture, dated October 13, 2006, by and among Leidos, Inc., Leidos Holdings, Inc. and The Bank of New York Trust Company, N.A., as successor trustee to JPMorgan Chase Bank, N.A. Incorporated by reference to Exhibit 4.2 to our Current Report on Form 8-K as filed on October 17, 2006, with the SEC. (SEC File No. 001-33072)
4.3	Indenture dated as of December 20, 2010, among Leidos Holdings, Inc., Leidos, Inc., and The Bank of New York Mellon Trust Company, N.A. as Trustee. Incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K as filed on December 22, 2010, with the SEC.
10.1*	Leidos Holdings, Inc.'s 2006 Equity Incentive Plan. Incorporated by reference to Exhibit 10.1 to our Annual Report on Form 10-K as filed with the SEC on March 27, 2014.
10.2*	Leidos, Inc. Stock Compensation Plan. Incorporated by reference to Exhibits 10.2 to our Annual Report on Form 10-K as filed with the SEC on March 27, 2014.
10.3*	Leidos, Inc.'s Management Stock Compensation Plan. Incorporated by reference to Exhibit 10.3 to our Annual Report on Form 10-K as filed with the SEC on March 27, 2014.
10.4*	Amended and Restated Leidos, Inc.'s Keystaff Deferral Plan.
10.5*	Amended and Restated Leidos, Inc.'s Key Executive Stock Deferral Plan.

PART IV

Exhibit Number	Description of Exhibit
10.6*	Leidos Holdings, Inc.'s 2006 Employee Stock Purchase Plan. Incorporated by reference to Exhibit 10.6 to our Annual Report on Form 10-K as filed with the SEC on March 27, 2014.
10.7*	Leidos, Inc.'s 401(k) Excess Deferral Plan. Incorporated by reference to Exhibit 10.7 to our Annual Report on Form 10-K as filed with the SEC on March 27, 2014.
10.8*	Form of Stock Award Agreement of Leidos Holdings, Inc.'s 2006 Equity Incentive Plan. Incorporated by reference to Exhibit 10.5 to our Quarterly Report on Form 10-Q for the quarterly period ended October 31, 2009, as filed on December 9, 2009, with the SEC.
10.9*	Form of Stock Award Agreement (Non-Employee Directors) of Leidos Holdings, Inc.'s 2006 Equity Incentive Plan. Incorporated by reference to Exhibit 10.7 to our Quarterly Report on Form 10-Q for the quarterly period ended October 31, 2009, as filed on December 9, 2009,with the SEC.
10.10*	Form of Nonstatutory Stock Option Agreement of Leidos Holdings, Inc.'s 2006 Equity Incentive Plan. Incorporated by reference to Exhibit 10.10 to our Annual Report on Form 10-K as filed with the SEC on March 27, 2014.
10.11*	Form of Nonstatutory Stock Option Agreement (Non-Employee Directors) of Leidos Holdings, Inc.'s 2006 Equity Incentive Plan. Incorporated by reference to Exhibit 10.11 to our Annual Report on Form 10-K as filed with the SEC on March 27, 2014.
10.12*	Form of Performance Share Award Agreement of Leidos Holdings, Inc.'s 2006 Equity Incentive Plan. Incorporated by reference to Exhibit 10.2 to our Quarterly Report on Form 10-Q for the quarterly period ended April 30, 2011, as filed on June 3, 2011, with the SEC.
10.13*	Form of Amendment to Performance Share Award Agreement of Leidos Holdings, Inc.'s 2006 Equity Incentive Plan (for Performance Share Award Agreements entered into prior to March 22, 2012). Incorporated by reference to Exhibit 10.10 to our Quarterly Report on Form 10-Q for the quarterly period ended April 30, 2012, as filed on June 1, 2012, with the SEC.
10.14*	Form of Restricted Stock Unit Award Agreement of Leidos Holdings, Inc.'s 2006 Equity Incentive Plan. Incorporated by reference to Exhibit 10.14 to our Annual Report on Form 10-K as filed with the SEC on March 27, 2014.
10.15*	Form of Restricted Stock Unit Award Agreement (Non-Employee Directors) of Leidos Holdings, Inc.'s 2006 Equity Incentive Plan. Incorporated by reference to Exhibit 10.15 to our Annual Report on Form 10-K as filed with the SEC on March 27, 2014.
10.16*	Form of Restricted Unit Award Agreement (Management) of Leidos Holdings, Inc.'s 2006 Equity Incentive Plan. Incorporated by reference to Exhibit 10.16 to our Annual Report on Form 10-K filed as with the SEC on March 27, 2014.
10.17*	Form of Recoupment Policy and Non-Solicitation Acknowledgment and Agreement. Incorporated by reference to Exhibit 10.1 to Leidos Holdings, Inc.'s Quarterly Report on Form 10-Q for the quarterly period ended April 30, 2010, as filed on June 4, 2010, with the SEC.
10.18	Amended and Restated Four Year Credit Agreement, dated March 11, 2011, among Leidos Holdings, Inc., as borrower, Leidos, Inc., as guarantor, Citibank, N.A., as administrative agent, Bank of America, N.A., as syndication agent, Morgan Stanley Bank, N.A., The Bank of Nova Scotia and Wells Fargo Bank, National Association, as co-documentation agents, and the other lenders party thereto. Incorporated by reference to Exhibit 10.1 to Leidos Holdings, Inc.'s Current Report on Form 8-K as filed on March 15, 2011, with the SEC.
10.19*	Form of Indemnification Agreement. Incorporated by reference to Exhibit 10.19 to our Annual Report on Form 10-K filed with the SEC on March 25, 2015.
10.20*	Form of Severance Protection Agreement.
10.21	Deferred Prosecution Agreement between Leidos, Inc. and the U.S. Attorney's Office for the Southern District of New York effective March 14, 2012. Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed on March 14, 2012, with the SEC.

PART IV

Exhibit Number	Description of Exhibit
10.22	Administrative Agreement between Leidos, Inc. and the United States Army on behalf of the U.S. Government, dated August 21, 2012. Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed on August 21, 2012, with the SEC.
10.23	Employee Matters Agreement dated September 25, 2013. Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed with the SEC on October 1, 2013.
10.24	Tax Matters Agreement dated September 25, 2013. Incorporated by reference to Exhibit 10.2 to our Current Report on Form 8-K filed with the SEC on October 1, 2013.
10.25	Transition Services Agreement dated September 25, 2013. Incorporated by reference to Exhibit 10.3 to our Current Report on Form 8-K filed with the SEC on October 1, 2013.
10.26	Agreement, dated October 11, 2013, by and among Leidos Renewable Energy, LLC, Plainfield Renewable Energy Owner, LLC and Plainfield Renewable Energy Holdings, LLC. Incorporated by reference to Exhibit 10.4 to our Quarterly Report on Form 10-Q filed with the SEC on December 10, 2013.
10.27††	Confirmation, dated December 13, 2013, regarding Issuer Forward Repurchase Transaction between Leidos Holdings, Inc. and Bank of America, N.A. Incorporated by reference to Exhibit 10.29 to our Annual Report on Form 10-K filed with the SEC on March 27, 2014.
10.28*	Executive Employment Agreement dated June 30, 2014. Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed with the SEC on July, 2, 2014.
10.29	Amendment No. 2 to the Amended and Restated Four Year Credit Agreement dated as of March 11, 2011, as amended by Amendment No. 1 dated April 19, 2013, among Leidos Holdings, Inc., as borrower, and Leidos, Inc., as guarantor, Citibank, N.A., as administrative agent and the other lending institutions party thereto. Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed with the SEC on October 20, 2014.
10.30*	Transition Agreement, dated January 23, 2015, between Leidos Holdings, Inc. and Mark W. Sopp. Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed with the SEC on January 29, 2015.
10.31*	Form of Performance Share Award Agreement of Leidos Holdings, Inc.'s 2006 Equity Incentive Plan (for Performance Share Award Agreements entered into on or after April 3, 2015). Incorporated by reference to Exhibit 10.19 to our Annual Report on Form 10-K filed with the SEC on March 25, 2015.
10.32*	Memorandum of Understanding, executed on March 24, 2014, between the Company and K. Stuart Shea. Incorporated by reference to Exhibit 10.5 to our Quarterly Report on Form 10-Q filed with the SEC on June 4, 2014.
10.33	Membership Interest Purchase Agreement by and among Leidos Engineering, LLC, Greenleaf Power Consolidated, LLC and Plainfield Renewable Energy, LLC dated March 24, 2015. Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed with the SEC on March 25, 2015.
10.34*	Employment Offer Letter dated June 9, 2015. Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed with the SEC on June 15, 2015.
10.35	Amendment to Membership Interest Purchase Agreement by and among Leidos Engineering, LLC, Greenleaf Power Consolidated, LLC and Plainfield Renewable Energy, LLC dated July 17, 2015. Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed with the SEC on July 23, 2015.
10.36	Fourth Amendment to Purchase and Sale Agreement dated August 31, 2015. Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed with the SEC on September 8, 2015.
10.37	Amendment No. 3 to the Amended and Restated Four Year Credit Agreement dated as of March 11, 2011, as amended by Amendment No. 1 dated April 19, 2013, and Amendment No. 2 dated as of October 17, 2014, among Leidos Holdings, Inc., as borrower and Leidos, Inc., as guarantor, Citibank, N.A., as administrative agent and the other lending institutions party thereto. Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed with the SEC on January 28, 2016.
18	Preferability Letter.

PART IV

Exhibit Number	Description of Exhibit
21	Subsidiaries of Registrants.
23.1	Consent of Independent Registered Public Accounting Firm, Deloitte & Touche LLP.
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.1	Patent License and Assignment Agreement dated as of August 12, 2005, between Leidos, Inc. and VirnetX, Inc. Incorporated by reference to Exhibit 99.1 to Leidos Holdings, Inc.'s Annual Report on Form 10-K as filed on April 1, 2010, with the SEC.
99.2†	Amendment No. 1 dated as of November 2, 2006, to Patent License and Assignment Agreement between Leidos, Inc. and VirnetX, Inc. Incorporated by reference to Exhibit 99.2 to Leidos Holdings, Inc.'s Annual Report on Form 10-K as filed on April 1, 2010, with the SEC.
99.3	Amendment No. 2 dated as of March 12, 2008, to Patent License and Assignment Agreement between Leidos, Inc. and VirnetX, Inc. Incorporated by reference to Exhibit 99.3 to Leidos Holdings, Inc.'s Annual Report on Form 10-K as filed on April 1, 2010, with the SEC.
99.4†	Professional Services Contract effective September 7, 1999, between Leidos, Inc. and In-Q-Tel, Inc. (f/k/a In-Q-It, Inc.). Incorporated by reference to Exhibit 99.4 to Leidos Holdings, Inc.'s Annual Report on Form 10-K as filed on April 1, 2010, with the SEC.
101	Interactive Data File.

* Executive Compensation Plans and Arrangements

† Confidential treatment has been granted with respect to certain portions of these exhibits.

†† Confidential treatment has been requested with respect to certain portions of this exhibit.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, each registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Leidos Holdings, Inc.

By /s/ James C. Reagan

James C. Reagan
Executive Vice President and Chief Financial Officer

Dated: February 26, 2016

Leidos, Inc.

By /s/ James C. Reagan

James C. Reagan
Executive Vice President and Chief Financial Officer

Dated: February 26, 2016

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of each of Leidos Holdings, Inc. and Leidos, Inc., in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Roger A. Krone **Roger A. Krone**	Principal Executive Officer	February 26, 2016
/s/ James C. Reagan **James C. Reagan**	Principal Financial Officer and Principal Accounting Officer	February 26, 2016
/s/ David G. Fubini **David G. Fubini**	Director	February 26, 2016
/s/ John J. Hamre **John J. Hamre**	Director	February 26, 2016
/s/ Miriam E. John **Miriam E. John**	Director	February 26, 2016
/s/ John P. Jumper **John P. Jumper**	Director	February 26, 2016
/s/ Harry M. J. Kraemer, Jr. **Harry M. J. Kraemer, Jr.**	Director	February 26, 2016
/s/ Gary S. May **Gary S. May**	Director	February 26, 2016
/s/ Lawrence C. Nussdorf **Lawrence C. Nussdorf**	Director	February 26, 2016
/s/ Robert S. Shapard **Robert S. Shapard**	Director	February 26, 2016
/s/ Noel B. Williams **Noel B. Williams**	Director	February 26, 2016

LEIDOS HOLDINGS, INC.

LEIDOS, INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Financial statement schedules are omitted because they are not applicable or the required information is presented in the consolidated financial statements or the notes thereto.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of

Leidos Holdings, Inc.

Reston, Virginia

We have audited the accompanying consolidated balance sheets of Leidos Holdings, Inc. and subsidiaries (the "Company") as of January 1, 2016, and January 30, 2015, and the related consolidated statements of income, comprehensive income, stockholders’ equity, and cash flows for the 11-month period ended January 1, 2016, and for each of the fiscal years ended January 30, 2015, and January 31, 2014. These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Leidos Holdings, Inc. and subsidiaries as of January 1, 2016 and January 30, 2015, and the results of their operations and their cash flows for the 11-month period ended January 1, 2016 and for each of the fiscal years ended January 30, 2015 and January 31, 2014, in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 1 to the consolidated financial statements, effective for the 11-month period ended January 1, 2016, the Company changed its fiscal year end from the Friday nearest the end of January to the Friday nearest the end of December. As a result of this change, the current fiscal year was an 11-month transition period which began on January 31, 2015 and ended on January 1, 2016.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company’s internal control over financial reporting as of January 1, 2016, based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 26, 2016, expressed an unqualified opinion on the Company’s internal control over financial reporting.

/s/ Deloitte & Touche LLP

McLean, Virginia

February 26, 2016

LEIDOS HOLDINGS, INC.

CONSOLIDATED BALANCE SHEETS

	January 1, 2016	January 30, 2015
	(in millions)	
ASSETS		
Current assets:		
Cash and cash equivalents	**$ 656**	$ 443
Receivables, net	**921**	896
Inventory, prepaid expenses and other current assets	**216**	273
Assets of discontinued operations	**—**	6
Total current assets	**1,793**	1,618
Property, plant and equipment, net	**142**	308
Goodwill and intangible assets, net	**1,232**	1,244
Deferred income taxes	**8**	14
Other assets	**202**	97
	$ 3,377	$ 3,281
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	**$ 769**	$ 675
Accrued payroll and employee benefits	**268**	264
Notes payable and long-term debt, current portion	**2**	2
Liabilities of discontinued operations	**1**	10
Total current liabilities	**1,040**	951
Notes payable and long-term debt, net of current portion	**1,086**	1,164
Other long-term liabilities	**183**	168
Commitments and contingencies (Notes 16,19 and 20)		
Stockholders' equity:		
Preferred stock, $.0001 par value,10 million shares authorized and no shares issued and outstanding at January 1, 2016 and January 30, 2015	**—**	—
Common stock, $.0001 par value, 500 million shares authorized, 72 million and 74 million shares issued and outstanding at January 1, 2016 and January 30, 2015, respectively	**—**	—
Additional paid-in capital	**1,353**	1,433
Accumulated deficit	**(277)**	(424)
Accumulated other comprehensive loss	**(8)**	(11)
Total stockholders' equity	**1,068**	998
	$ 3,377	$ 3,281

See accompanying combined notes to consolidated financial statements.

LEIDOS HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF INCOME

	11 Months Ended		12 Months Ended	
	January 1, 2016	January 2, 2015	January 30, 2015	January 31, 2014
		(unaudited)		
	(in millions, except per share amounts)			
Revenues	**$ 4,712**	$ 4,690	$ 5,063	$ 5,755
Costs and expenses:				
Cost of revenues	**4,146**	4,069	4,392	4,992
Selling, general and administrative expenses	**201**	280	310	440
Bad debt expense	**8**	4	5	44
Goodwill impairment charges	**—**	486	486	—
Asset impairment charges	**33**	41	81	51
Separation transaction and restructuring expenses	**4**	1	3	65
Operating income (loss)	**320**	(191)	(214)	163
Non-operating income (expense):				
Interest income	**4**	1	1	15
Interest expense	**(53)**	(71)	(75)	(82)
Other income (expense), net	**84**	5	5	(8)
Income (loss) from continuing operations before income taxes	**355**	(256)	(283)	88
Income tax expense	**(112)**	(67)	(47)	(4)
Income (loss) from continuing operations	**243**	(323)	(330)	84
Discontinued operations (Note 2):				
(Loss) income from discontinued operations before income taxes	**(1)**	(14)	(13)	140
Income tax benefit (expense)	**—**	3	20	(60)
(Loss) income from discontinued operations	**(1)**	(11)	7	80
Net income (loss)	**$ 242**	$ (334)	$ (323)	$ 164
Earnings (loss) per share (Note 12):				
Basic:				
Income (loss) from continuing operations	**$ 3.33**	$ (4.36)	$ (4.46)	$ 0.98
(Loss) income from discontinued operations	**(0.01)**	(0.15)	0.10	0.96
	$ 3.32	$ (4.51)	$ (4.36)	$ 1.94
Diluted:				
Income (loss) from continuing operations	**$ 3.28**	$ (4.36)	$ (4.46)	$ 0.98
(Loss) income from discontinued operations	**(0.01)**	(0.15)	0.10	0.96
	$ 3.27	$ (4.51)	$ (4.36)	$ 1.94

See accompanying combined notes to consolidated financial statements.

LEIDOS HOLDINGS, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	11 Months Ended		12 Months Ended	
	January 1, 2016	January 2, 2015 (unaudited)	January 30, 2015	January 31, 2014
		(in millions)		
Net income (loss)	**$ 242**	$ (334)	$ (323)	$ 164
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments	**(1)**	(1)	(2)	—
Deferred taxes	**—**	—	1	—
Foreign currency translation adjustments, net of tax	**(1)**	(1)	(1)	—
Reclassification of realized loss on settled derivative instruments to net income	**1**	1	—	—
Deferred taxes	**—**	—	—	—
Reclassification of realized loss on settled derivative instruments to net income, net of tax	**1**	1	—	—
Pension liability adjustments	**5**	(6)	(7)	(6)
Deferred taxes	**(2)**	2	3	2
Pension liability adjustments, net of tax	**3**	(4)	(4)	(4)
Total other comprehensive income (loss), net of tax	**3**	(4)	(5)	(4)
Comprehensive income (loss)	**$ 245**	$ (338)	$ (328)	$ 160

See accompanying combined notes to consolidated financial statements.

LEIDOS HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Shares					
	Common stock	Preferred stock	Additional paid-in capital	Accumulated earnings (deficit)	Accumulated other comprehensive loss	Total
	(in millions, except for per share amounts)					
Balance at January 31, 2013	86	—	$ 2,110	$ 510	$ (2)	$ 2,618
Net income	—	—	—	164	—	164
Other comprehensive loss, net of tax	—	—	—	—	(4)	(4)
Issuances of stock (less forfeitures)	—	—	33	—	—	33
Shares repurchased or retired or withheld for tax withholdings on vesting of restricted stock	(6)	—	(165)	(154)	—	(319)
Dividends of $1.60 per common share	—	—	—	(139)	—	(139)
Special cash dividend of $4.00 per share	—	—	—	(356)	—	(356)
Adjustments for income tax benefits from stock-based compensation	—	—	(11)	—	—	(11)
Stock-based compensation (including discontinued operations of $21 million)	—	—	76	—	—	76
Dividend received, net of contribution paid, from the spin-off of New SAIC	—	—	269	—	—	269
Spin-off of New SAIC	—	—	(736)	—	—	(736)
Balance at January 31, 2014	80	—	1,576	25	(6)	1,595
Net loss	—	—	—	(323)	—	(323)
Other comprehensive loss, net of tax	—	—	—	—	(5)	(5)
Issuances of stock (less forfeitures)	1	—	1	—	—	1
Shares repurchased or retired or withheld for tax withholdings on equity awards	(7)	—	(178)	(37)	—	(215)
Dividends of $1.28 per common share	—	—	—	(89)	—	(89)
Adjustments for income tax benefits from stock-based compensation	—	—	(6)	—	—	(6)
Stock-based compensation	—	—	42	—	—	42
Other	—	—	(2)	—	—	(2)
Balance at January 30, 2015	74	—	1,433	(424)	(11)	998
Net income	—	—	—	242		242
Other comprehensive income, net of tax	—	—	—	—	3	3
Issuances of stock (less forfeitures)	1	—	7	—	—	7
Shares repurchased or retired or withheld for tax withholdings on equity awards	(3)	—	(118)	—	—	(118)
Dividends of $1.28 per common share	—	—	—	(95)	—	(95)
Adjustments for income tax benefits from stock-based compensation	—	—	1	—	—	1
Stock-based compensation	—	—	30	—	—	30
Balance at January 1, 2016	**72**	**—**	**$ 1,353**	**$ (277)**	**$ (8)**	**$ 1,068**

See accompanying combined notes to consolidated financial statements.

LEIDOS HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	11 Months Ended		12 Months Ended	
	January 1, 2016	January 2, 2015 (unaudited)	January 30, 2015	January 31, 2014
	(in millions)			
Cash flows from operating activities of continuing operations:				
Net income (loss)	**$ 242**	$ (334)	$ (323)	$ 164
Loss (income) from discontinued operations	**1**	11	(7)	(80)
Adjustments to reconcile net income (loss) to net cash provided by continuing operations:				
Depreciation and amortization	**41**	58	62	80
Stock-based compensation	**30**	40	42	55
Goodwill impairment charges	**—**	486	486	—
Asset impairment charges	**33**	41	81	51
Restructuring charges	**3**	1	3	17
(Gain) loss on a real estate sale	**(82)**	—	—	2
Bad debt expense and other	**3**	3	5	44
Change in assets and liabilities, net of effects of acquisitions and dispositions:				
Receivables	**(19)**	68	162	(69)
Inventory, prepaid expenses and other current assets	**3**	6	(12)	44
Income taxes receivable/payable	**55**	4	(87)	54
Deferred income taxes	**26**	33	56	(38)
Other assets	**(46)**	—	2	18
Accounts payable and accrued liabilities	**102**	(41)	(43)	(87)
Accrued payroll and employee benefits	**5**	10	(21)	(66)
Other long-term liabilities	**2**	(1)	(10)	2
Total cash flows provided by operating activities of continuing operations	**399**	385	396	191
Cash flows from investing activities of continuing operations:				
Expenditures for property, plant and equipment	**(27)**	(29)	(29)	(53)
Acquisitions of businesses, net of cash acquired	**(2)**	—	—	(3)
Payments on accrued purchase price related to prior acquisition	**(13)**	—	—	—
Net proceeds from sale of assets	**79**	—	—	65
Proceeds from disposition of business, net of cash sold of $2 million	**27**	—	—	—
Proceeds from U.S. Treasury cash grant	**—**	80	80	—
Net proceeds of cost method investments	**—**	—	—	12
Dividend received from the separation of New SAIC	**—**	—	—	295
Contribution paid related to the separation of New SAIC	**—**	—	—	(26)
Other	**—**	—	—	7
Total cash flows provided by investing activities of continuing operations	**64**	51	51	297

LEIDOS HOLDINGS, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS [CONTINUED]

	11 Months Ended		12 Months Ended	
	January 1, 2016	January 2, 2015 (unaudited)	January 30, 2015	January 31, 2014
	(in millions)			
Cash flows from financing activities of continuing operations:				
Payments on notes payable and long-term debt	**(39)**	(154)	(177)	(152)
Payments for deferred financing costs	**—**	—	—	(5)
Payment from New SAIC for deferred financing costs	**—**	—	—	5
Proceeds from real estate financing transaction	**—**	—	—	38
Payments on real estate financing transaction	**(8)**	—	—	—
Proceeds from debt issuance	**—**	—	—	500
Distribution of debt to New SAIC	**—**	—	—	(500)
Sales of stock and exercises of stock options	**6**	7	7	13
Repurchases of stock and stock received for tax withholdings	**(118)**	(213)	(215)	(319)
Dividend payments	**(93)**	(72)	(95)	(477)
Other	**3**	1	2	3
Total cash flows used in financing activities of continuing operations	**(249)**	(431)	(478)	(894)
Increase (decrease) in cash and cash equivalents from continuing operations	**214**	5	(31)	(406)
Cash flows from discontinued operations:				
Cash (used in) provided by operating activities of discontinued operations	**(7)**	(5)	15	118
Cash provided by (used in) investing activities of discontinued operations	**6**	29	29	(17)
(Decrease) increase in cash and cash equivalents from discontinued operations	**(1)**	24	44	101
Total increase (decrease) in cash and cash equivalents	**213**	29	13	(305)
Cash and cash equivalents at beginning of year	**443**	430	430	735
Cash and cash equivalents at end of year	**$ 656**	$ 459	$ 443	$ 430

See accompanying combined notes to consolidated financial statements.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholder of

Leidos, Inc.

Reston, Virginia

We have audited the accompanying consolidated balance sheets of Leidos, Inc. and subsidiaries (the "Company") as of January 1, 2016, and January 30, 2015, and the related consolidated statements of income, comprehensive income, stockholder’s equity, and cash flows for the 11-month period ended January 1, 2016, and for each of the fiscal years ended January 30, 2015, and January 31, 2014. These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Leidos, Inc. and subsidiaries as of January 1, 2016, and January 30, 2015, and the results of their operations and their cash flows for the 11-month period ended January 1, 2016 and for each of the fiscal years ended January 30, 2015 and January 31, 2014, in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 1 to the consolidated financial statements, effective for the 11-month period ended January 1, 2016, the Company changed its fiscal year end from the Friday nearest the end of January to the Friday nearest the end of December. As a result of this change, the current fiscal year was an 11-month transition period which began on January 31, 2015 and ended on January 1, 2016.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company’s internal control over financial reporting as of January 1, 2016, based on the criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 26, 2016, expressed an unqualified opinion on the Company’s internal control over financial reporting.

/s/ Deloitte & Touche LLP

McLean, Virginia

February 26, 2016

LEIDOS, INC.
CONSOLIDATED BALANCE SHEETS

	January 1, 2016	January 30, 2015
	(in millions)	
ASSETS		
Current assets:		
Cash and cash equivalents	**$ 656**	$ 443
Receivables, net	**921**	896
Inventory, prepaid expenses and other current assets	**216**	273
Assets of discontinued operations	**—**	6
Total current assets	**1,793**	1,618
Property, plant and equipment, net	**142**	308
Goodwill and intangible assets, net	**1,232**	1,244
Deferred income taxes	**8**	14
Other assets	**202**	97
Note receivable from Leidos Holdings, Inc. (Note 10)	**1,593**	1,412
	$ 4,970	$ 4,693
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	**$ 769**	$ 675
Accrued payroll and employee benefits	**268**	264
Notes payable and long-term debt, current portion	**2**	2
Liabilities of discontinued operations	**1**	10
Total current liabilities	**1,040**	951
Notes payable and long-term debt, net of current portion	**1,086**	1,164
Other long-term liabilities	**183**	168
Commitments and contingencies (Notes 16,19 and 20)		
Stockholder's equity:		
Common stock, $.01 par value, 10,000 shares authorized, 5,000 shares issued and outstanding at January 1, 2016 and January 30, 2015	**—**	—
Additional paid-in capital	**207**	207
Accumulated earnings	**2,462**	2,214
Accumulated other comprehensive loss	**(8)**	(11)
Total stockholder's equity	**2,661**	2,410
	$ 4,970	$ 4,693

See accompanying combined notes to consolidated financial statements.

LEIDOS, INC.

CONSOLIDATED STATEMENTS OF INCOME

	11 Months Ended		12 Months Ended	
	January 1, 2016	January 2, 2015 (unaudited)	January 30, 2015	January 31, 2014
	(in millions)			
Revenues	**$ 4,712**	$ 4,690	$ 5,063	$ 5,755
Costs and expenses:				
Cost of revenues	**4,146**	4,069	4,392	4,992
Selling, general and administrative expenses	**201**	280	310	440
Bad debt expense	**8**	4	5	44
Goodwill impairment charges	**—**	486	486	—
Asset impairment charges	**33**	41	81	51
Separation transaction and restructuring expenses	**4**	1	3	65
Operating income (loss)	**320**	(191)	(214)	163
Non-operating income (expense):				
Interest income	**13**	11	11	19
Interest expense	**(53)**	(71)	(75)	(82)
Other income (expense), net	**84**	5	5	(8)
Income (loss) from continuing operations before income taxes	**364**	(246)	(273)	92
Income tax expense	**(115)**	(71)	(51)	(6)
Income (loss) from continuing operations	**249**	(317)	(324)	86
Discontinued operations (Note 2):				
(Loss) income from discontinued operations before income taxes	**(1)**	(14)	(13)	140
Income tax benefit (expense)	**—**	3	20	(60)
(Loss) income from discontinued operations	**(1)**	(11)	7	80
Net income (loss)	**$ 248**	$ (328)	$ (317)	$ 166

See accompanying combined notes to consolidated financial statements.

LEIDOS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	11 Months Ended		12 Months Ended	
	January 1, 2016	January 2, 2015 (unaudited)	January 30, 2015	January 31, 2014
	(in millions)			
Net income (loss)	**$ 248**	$ (328)	$ (317)	$ 166
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments	**(1)**	(1)	(2)	—
Deferred taxes	**—**	—	1	—
Foreign currency translation adjustments, net of tax	**(1)**	(1)	(1)	—
Reclassification of realized loss on settled derivative instruments to net income	**1**	1	—	—
Deferred taxes	**—**	—	—	—
Reclassification of realized loss on settled derivative instruments to net income, net of tax	**1**	1	—	—
Pension liability adjustments	**5**	(6)	(7)	(6)
Deferred taxes	**(2)**	2	3	2
Pension liability adjustments, net of tax	**3**	(4)	(4)	(4)
Total other comprehensive income (loss), net of tax	**3**	(4)	(5)	(4)
Comprehensive income (loss)	**$ 251**	$ (332)	$ (322)	$ 162

See accompanying combined notes to consolidated financial statements.

LEIDOS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY

	Shares of common stock	Additional paid-in capital	Accumulated earnings	Accumulated other comprehensive loss	Total
	(in millions, except for share amounts)				
Balance at January 31, 2013	5,000	$ 233	$ 2,365	$ (2)	$ 2,596
Net income	—	—	166	—	166
Contribution paid related to the spin-off of New SAIC	—	(26)	—	—	(26)
Other comprehensive loss, net of tax	—	—	—	(4)	(4)
Balance at January 31, 2014	5,000	207	2,531	(6)	2,732
Net loss	—	—	(317)	—	(317)
Other comprehensive loss, net of tax	—	—	—	(5)	(5)
Balance at January 30, 2015	5,000	207	2,214	(11)	2,410
Net income	—	—	248	—	248
Other comprehensive income, net of tax	—	—	—	3	3
Balance at January 1, 2016	**5,000**	**$ 207**	**$ 2,462**	**$ (8)**	**$ 2,661**

See accompanying combined notes to consolidated financial statements.

LEIDOS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	11 Months Ended		12 Months Ended	
	January 1, 2016	January 2, 2015 (unaudited)	January 30, 2015	January 31, 2014
		(in millions)		
Cash flows from operating activities of continuing operations:				
Net income (loss)	**$ 248**	$ (328)	$ (317)	$ 166
Loss (income) from discontinued operations	**1**	11	(7)	(80)
Adjustments to reconcile net income (loss) to net cash provided by continuing operations:				
Depreciation and amortization	**41**	58	62	80
Stock-based compensation	**30**	40	42	55
Goodwill impairment charges	**—**	486	486	—
Asset impairment charges	**33**	41	81	51
Restructuring charges	**3**	1	3	17
(Gain) loss on a real estate sale	**(82)**	—	—	2
Bad debt expense and other	**(3)**	(3)	(1)	42
Change in assets and liabilities, net of effects of acquisitions and dispositions:				
Receivables	**(19)**	68	162	(69)
Inventory, prepaid expenses and other current assets	**3**	6	(12)	44
Income taxes receivable/payable	**55**	4	(87)	54
Deferred income taxes	**26**	33	56	(38)
Other assets	**(46)**	—	2	18
Accounts payable and accrued liabilities	**102**	(41)	(43)	(87)
Accrued payroll and employee benefits	**5**	10	(21)	(66)
Other long-term liabilities	**2**	(1)	(10)	2
Total cash flows provided by operating activities of continuing operations	**399**	385	396	191
Cash flows from investing activities of continuing operations:				
Proceeds on obligations of Leidos Holdings, Inc.	**9**	142	156	13
Payments on obligations of Leidos Holdings, Inc.	**(211)**	(419)	(457)	(501)
Expenditures for property, plant and equipment	**(27)**	(29)	(29)	(53)
Acquisitions of businesses, net of cash acquired	**(2)**	—	—	(3)
Payments on accrued purchase price related to prior acquisition	**(13)**	—	—	—
Net proceeds from sale of assets	**79**	—	—	65
Proceeds from disposition of business, net of cash sold of $2 million	**27**	—	—	—
Proceeds from U.S. Treasury cash grant	**—**	80	80	—
Net proceeds of cost method investments	**—**	—	—	12
Contribution paid related to the separation of New SAIC	**—**	—	—	(26)
Other	**—**	—	—	7
Total cash flows used in investing activities of continuing operations	**(138)**	(226)	(250)	(486)

LEIDOS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS [CONTINUED]

	11 Months Ended		12 Months Ended	
	January 1, 2016	January 2, 2015 (unaudited)	January 30, 2015	January 31, 2014
	(in millions)			
Cash flows from financing activities of continuing operations:				
Payments on notes payable and long-term debt	**(39)**	(154)	(177)	(152)
Payments for deferred financing costs	**—**	—	—	(5)
Payment from New SAIC for deferred financing costs	**—**	—	—	5
Proceeds from real estate financing transaction	**—**	—	—	38
Payments on real estate financing transaction	**(8)**	—	—	—
Other	**—**	—	—	3
Total cash flows used in financing activities of continuing operations	**(47)**	(154)	(177)	(111)
Increase (decrease) in cash and cash equivalents from continuing operations	**214**	5	(31)	(406)
Cash flows from discontinued operations:				
Cash (used in) provided by operating activities of discontinued operations	**(7)**	(5)	15	118
Cash provided by (used in) investing activities of discontinued operations	**6**	29	29	(17)
(Decrease) increase in cash and cash equivalents from discontinued operations	**(1)**	24	44	101
Total increase (decrease) in cash and cash equivalents	**213**	29	13	(305)
Cash and cash equivalents at beginning of year	**443**	430	430	735
Cash and cash equivalents at end of year	**$ 656**	$ 459	$ 443	$ 430

See accompanying combined notes to consolidated financial statements.

Note 1—Summary of Significant Accounting Policies:

Nature of Operations and Basis of Presentation

Leidos Holdings, Inc. ("Leidos") is a holding company whose direct 100%-owned subsidiary is Leidos, Inc., an applied technology company focused on delivering services and solutions that leverage expertise in the national security, health, and engineering markets. Leidos, Inc. provides these services and solutions to government and commercial customers, both domestically and internationally. These customers include agencies of the U.S. Department of Defense ("DoD"), the intelligence community, the U.S. Department of Homeland Security ("DHS"), and other U.S. Government civil agencies, state and local government agencies and foreign governments. Unless indicated otherwise, references to the "Company," "we," "us" and "our" refer collectively to Leidos Holdings, Inc., Leidos, Inc., and its consolidated subsidiaries.

On September 27, 2013 (the "Distribution Date"), Leidos completed the spin-off of its technical services and enterprise information technology services business into an independent, publicly traded company named Science Applications International Corporation ("New SAIC"). The separation was effected through a tax-free distribution to Leidos' stockholders of 100% of the shares of New SAIC's common stock.

As a result of the spin-off, the assets, liabilities, results of operations and cash flows of New SAIC have been classified as discontinued operations for all periods presented. References to financial data are to the Company's continuing operations, unless otherwise noted. See Note 2—Dispositions for further information.

Immediately following the spin-off, Leidos effectuated a one-for-four reverse stock split of its shares of common stock, so that every four shares of Leidos common stock issued and outstanding were combined and converted into one share of Leidos common stock. Each reference to the number of shares outstanding or per share amounts has been adjusted to reflect the reverse stock split for all periods presented.

On January 26, 2016, Leidos Holdings, Inc. entered into a definitive agreement with Lockheed Martin Corporation whereby the Information Systems & Global Solutions business (IS&GS) of Lockheed Martin will be merged with a wholly-owned subsidiary of Leidos. See Note 22—Subsequent Events for further information.

The consolidated financial statements of Leidos and Leidos, Inc. include the accounts of its majority-owned and 100%-owned subsidiaries. Leidos does not have separate operations, assets or liabilities independent of Leidos, Inc., except for a note with Leidos, Inc. (the "related party note"), on which interest is recognized. From time to time, Leidos issues stock to employees of Leidos, Inc. and its subsidiaries, which is reflected in Leidos' consolidated statements of stockholders’ equity and results in an increase to the related party note (see Note 10). All intercompany transactions and accounts have been eliminated in consolidation.

These *Combined Notes to Consolidated Financial Statements* apply to both Leidos and Leidos, Inc. As Leidos consolidates Leidos, Inc. for financial statement purposes, disclosures that relate to activities of Leidos, Inc. also apply to Leidos. Where information or an explanation is not substantially the same for each company, separate information and explanation has been provided. In addition, separate consolidated financial statements for each company are included in this Transition Report.

Reporting Periods

Effective in fiscal 2014, the Company had changed its fiscal year to a 52/53 week fiscal year ending on the Friday closest to January 31, with fiscal quarters typically consisting of 13 weeks.

On March 20, 2015, the Board of Directors approved the amendment and restatement of the bylaws of Leidos and Leidos, Inc. to change both Leidos' and Leidos, Inc.'s year end from the Friday nearest the end of January to the Friday nearest the end of December.

As a result of this change, the Company is filing this Annual Report on Form 10-K, which covers the 11-month period which began on January 31, 2015, and ended on January 1, 2016, as its Transition Report. This change does not impact the Company's prior reported fiscal years (each covering a 12-month period), each of which ended on the Friday closest to January 31. For example, fiscal 2015 began on February 1, 2014, and ended on January 30, 2015.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingencies at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting periods. Management evaluates these estimates and assumptions on an ongoing basis, including those relating to allowances for doubtful accounts, inventories, fair value and impairment of intangible assets and goodwill, income taxes, estimated profitability of long-term contracts, pension benefits, stock-based compensation expense, contingencies and litigation. Estimates have been prepared by management on the basis of the most current and best available information; however, actual results could differ materially from those estimates.

Separation Transaction and Restructuring Expenses

In fiscal 2014, in anticipation of the spin-off of New SAIC from the Company, the Company initiated an overall spin-off program to align the Company's cost structure for post-spin-off. The Company reduced headcount and reduced its real estate footprint by vacating facilities that are not necessary for its future requirements and incurred $65 million in restructuring costs, see table below for detail of these costs. Separation transaction and restructuring expenses related to New SAIC, exclusive of any tax impacts, of $55 million for the year ended January 31, 2014, were reclassified as discontinued operations.

In fiscal 2015, we incurred approximately $3 million of restructuring costs related to adjustments to reserves established in prior years for loss on leases in connection with revised sublease income assumptions. In the 11-month period ended January 1, 2016, the reserve for loss on leases was further adjusted and reduced by an immaterial amount.

The Company does not expect to incur significant additional costs in future fiscal years related to the spin-off transaction and expects the remaining restructuring liability related to the spin-off to be fully settled beyond one year.

The Company has continued its real estate optimization initiatives post separation to improve its cost profile. Related to these efforts, during the 11-month period ended January 1, 2016 the Company exited real estate leases and incurred restructuring charges of $5 million consisting of various expenses such as lease termination fees, asset impairment charges and lease vacancy reserves.

The separation transaction and restructuring expenses for continuing operations for the 11-month period ended January 1, 2016, fiscal 2015, and fiscal 2014 were as follows:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
		(in millions)	
Strategic advisory services	**$ —**	$ —	$ 7
Legal and accounting services	**—**	—	2
Lease termination and facility consolidation expenses	**4**	3	46
Severance costs	**—**	—	10
Separation transaction and restructuring expenses in operating income (loss)	**4**	3	65
Less: income tax benefit	**(2)**	(1)	(25)
Separation transaction and restructuring expenses, net of tax	**$ 2**	$ 2	$ 40

For the 11-month period ended January 1, 2016, fiscal 2015, and fiscal 2014, all separation transaction and restructuring expenses for continuing operations were in the Corporate and Other segment and were recorded within "Separation transaction and restructuring expenses" in the consolidated statements of income.

The following table represents the restructuring liability balance as of January 1, 2016, and summarizes the changes during the period attributable to costs incurred and charged to expense, costs paid or otherwise settled and any adjustments to the liability:

	Severance Costs	Lease Termination and Facility Consolidation Expenses	Total
		(in millions)	
Balance as of January 31, 2014	$ 1	$ 20	$ 21
Charges	—	3	3
Cash payments	(1)	(12)	(13)
Balance as of January 30, 2015	$ —	$ 11	$ 11
Charges	—	1	1
Cash payments	—	(5)	(5)
Balance as of January 1, 2016	**$ —**	**$ 7**	**$ 7**

Operating Cycle

The Company’s operating cycle for long-term contracts may be greater than one year and is measured by the average time intervening between the inception and the completion of those contracts. Contract-related assets and liabilities are generally classified as current assets and current liabilities.

Variable Interest Entities

The Company occasionally forms joint ventures and/or enters into arrangements with special purpose limited liability companies for the purpose of bidding and executing on specific projects. The Company analyzes each such arrangement to determine whether it represents a variable interest entity (VIE). If the arrangement is determined to be a VIE, the Company assesses whether it is the primary beneficiary of the VIE and is consequently required to consolidate the VIE.

In fiscal 2012, the Company entered into a fixed price agreement to provide engineering, procurement, and construction services to a special purpose limited liability company (Plainfield Renewable Energy LLC or "Plainfield") for a specific renewable energy project. The Company analyzed this arrangement and determined that Plainfield was a VIE. Prior to the third quarter of fiscal 2014, the VIE was not consolidated by the Company because the Company was not the primary beneficiary.

On October 11, 2013, the Company and Plainfield Renewable Energy Owner, LLC ("project owner") entered into a consensual foreclosure agreement pursuant to which, the project owners agreed to transfer 100% of the equity interest of Plainfield Renewable Energy Holdings, LLC ("PRE Holdings") to an indirect wholly-owned subsidiary of Leidos in full satisfaction of certain secured obligations owed by the project owner to the Company. Plainfield is a wholly-owned subsidiary of PRE Holdings. As a result of the entry into the foreclosure agreement, the Company determined that it has the power to direct the activities of the VIE and has the right to receive benefits from or the obligation to absorb the losses of the VIE. Accordingly, the Company was deemed the primary beneficiary of the VIE, resulting in the consolidation of Plainfield as of October 11, 2013. On July 24, 2015, the Company sold 100% of its equity interests in Plainfield. See Note 3—Acquisitions, for further information.

Revenue Recognition

The Company’s revenues are generated primarily from contracts with the U.S. Government, commercial customers and various international, state and local governments or from subcontracts with other contractors engaged in work with such customers. The Company performs under various types of contracts, which include firm-fixed-price, time-and-materials, fixed-price-level-of-effort, cost-plus-fixed-fee, cost-plus-award-fee and cost-plus-incentive-fee contracts.

Firm-fixed-price contracts—Revenues and fees on these contracts that are system integration or engineering in nature are primarily recognized using the percentage-of-completion method of accounting utilizing the cost-to-cost method. The completed contract method is utilized when reasonable and reliable cost estimates for a project cannot be made.

Time-and-materials contracts—Revenue is recognized on time-and-materials contracts based on the hours provided in performance under the contract multiplied by the negotiated contract billing rates, plus the negotiated contract billing rate of any allowable material and subcontract costs and out-of-pocket expenses.

Fixed-price-level-of-effort contracts ("FP-LOE")—These contracts are substantially similar to time-and-materials contracts except they require a specified level of effort over a stated period of time. Accordingly, the Company recognizes revenue on FP-LOE contracts with the U.S. Government in a manner similar to time-and-materials contracts in which the Company measures progress toward completion based on the hours provided in performance under the contract multiplied by the negotiated contract billing rates, plus the negotiated contract billing rate of any allowable material costs and out-of-pocket expenses.

Cost-plus-fixed-fee contracts—Revenue is recognized on cost-plus-fixed-fee contracts with the U.S. Government on the basis of partial performance equal to costs incurred, plus an estimate of applicable fees earned as the Company becomes contractually entitled to reimbursement of costs and the applicable fees.

Cost-plus-award-fee/cost-plus-incentive fee contracts—Revenues and fees on these contracts with the U.S. Government are primarily recognized using the percentage-of-completion method of accounting, most often based on the cost-to-cost method. The Company includes an estimate of the ultimate incentive or award fee to be received on the contract in the estimate of contract revenues for purposes of applying the percentage-of-completion method of accounting.

Revenues from services and maintenance contracts, notwithstanding contract type, are recognized over the term of the respective contracts as the services are performed and revenue is earned. Revenues from unit-priced contracts are recognized as transactions are processed based on objective measures of output. Revenues from the sale of manufactured products are recorded upon passage of title and risk of loss to the customer, which is generally upon delivery, provided that all other requirements for revenue recognition have been met.

The Company also uses the efforts-expended method of percentage-of-completion using measures such as labor dollars for measuring progress toward completion in situations in which this approach is more representative of the progress on the contract. For example, the efforts-expended method is utilized when there are significant amounts of materials or hardware procured for the contract that is not representative of progress on the contract. Additionally, the Company utilizes the units-of-delivery method under percentage-of-completion on contracts where separate units of output are produced. Under the units-of-delivery method, revenue is generally recognized when the units are delivered to the customer, provided that all other requirements for revenue recognition have been met.

The Company evaluates its contracts for multiple elements, and when appropriate, separates the contracts into separate units of accounting for revenue recognition.

The Company provides for anticipated losses on contracts by recording an expense during the period in which the losses are determined. Amounts billed and collected but not yet recognized as revenues under contracts are deferred. Contract costs incurred for U.S. Government contracts, including indirect costs, are subject to audit and adjustment through negotiations between the Company and government representatives. The Company has agreed upon and settled indirect contract costs through fiscal 2010. Revenues on U.S. Government contracts have been recorded in amounts that are expected to be realized upon final settlement.

Contract claims are unanticipated additional costs incurred but not provided for in the executed contract price that the Company seeks to recover from the customer. Such costs are expensed as incurred. Additional revenue related to contract claims is recognized when the amounts are awarded by the customer. Un-priced change orders are included in revenue when they are probable of recovery in an amount at least equal to the cost.

In certain situations, primarily where the Company is not the primary obligor on certain elements of a contract such as the provision of administrative oversight and/or management of government-owned facilities or logistical support services related to other vendors' products, the Company recognizes as revenue the net management fee associated with the services and excludes from its income statement the gross sales and costs associated with the facility or other vendors' products.

Changes in Estimates on Contracts

Changes in estimates related to certain types of contracts accounted for using the percentage of completion method of accounting are recognized in the period in which such changes are made for the inception-to-date effect of the changes. Changes in these estimates can routinely occur over the contract performance period for a variety of reasons, including changes in contract scope, contract cost estimates and estimated incentive or award fees. Favorable contract performance resulted in a net increase to income from continuing operations of $18 million and an increase of $0.14 per diluted share for the 11-month period ended January 1, 2016, and a net decrease to loss from continuing operations of $24 million and a decrease of $0.20 to diluted loss per share for fiscal 2015. Unfavorable contract performance resulted in a net decrease to income from continuing operations of $21 million and a decrease of $0.15 per diluted share for fiscal 2014.

Dispositions

From time-to-time, the Company may dispose (or management may commit to plans to dispose) of strategic or non-strategic components of the business. Dispositions representing a strategic shift in operations are reclassified as discontinued operations for all periods presented. Non-strategic dispositions are not reclassified as discontinued operations and remain in continuing operations.

During fiscal 2015, the Company adopted the provisions of Accounting Standards Update ("ASU") 2014-08 *Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, which designated new discontinued operations qualification criteria. For the dispositions presented in this Transition Report, the provisions in ASU 2014-08 were not applicable and thus the dispositions reclassified as discontinued operations represent both non-strategic and strategic shifts in operations.

Pre-contract Costs

Costs incurred on projects as pre-contract costs are deferred as assets (inventory, prepaid expenses and other current assets) when the Company has been requested by the customer to begin work under a new arrangement prior to contract execution and it is probable that the Company will recover the costs through the issuance of a contract. When the formal contract has been executed, the costs are recorded to the contract and revenue is recognized.

Fair Value Measurements

The accounting standard for fair value measurements establishes a three-tier value hierarchy, which prioritizes the inputs used in measuring fair value as follows: observable inputs such as quoted prices in active markets (Level 1); inputs other than the quoted prices in active markets that are observable either directly or indirectly (Level 2); and unobservable inputs in which there is little or no market data, which requires the Company to develop its own assumptions (Level 3).

The fair value of financial instruments is determined based on quoted market prices, if available, or management's best estimate. It is management’s belief that the carrying amounts of the Company’s financial instruments, other than derivatives (see Financial Instruments below), which include cash equivalents and long-term investments, are reasonable estimates of their related fair values. The carrying value of accounts receivable, accounts payable, and accrued expenses approximate their fair values. The fair value of long-term debt (see Note 9) is determined based on current interest rates available for debt with terms and maturities similar to the Company’s existing debt arrangements (Level 2 inputs). The Company's notes receivable (see Note 3 and Note 16) are measured at fair value using current interest rates for notes with similar terms to the Company's existing note receivable agreements (Level 2 inputs).

Management evaluates its investments for other-than-temporary impairment at each balance sheet date. When testing long-term investments for recovery of carrying value, the fair value of long-term investments is determined using various valuation techniques and factors such as, market prices of comparable companies (Level 2 input), discounted cash flow models (Level 3 input) and recent capital transactions of the portfolio companies being valued (Level 3 input). If management determines that an other-than-temporary decline in the fair value of an investment has occurred, an impairment loss is recognized to reduce the investment to its estimated fair value.

At January 1, 2016, the Company did not have any financial assets or liabilities measured at fair value on a recurring basis using Level 3 inputs.

The Company’s non-financial instruments measured at fair value on a non-recurring basis include goodwill, indefinite-lived intangible assets and long-lived tangible assets. The valuation methods used to determine fair value require a significant degree of management judgment to determine the key assumptions. As such, the Company generally classifies non-financial instruments as either Level 2 or Level 3 fair value measurements. At January 1, 2016, the Company did not have any non-financial instruments measured at fair value on a non-recurring basis.

Financial Instruments

The Company is exposed to certain market risks which are inherent in certain transactions entered into during the normal course of business. These transactions include sales or purchase contracts denominated in foreign currencies, investments in equity securities and exposure to changing interest rates. The Company uses a risk management policy to assess and manage cash flow and fair value exposure. The policy permits the use of derivative instruments with certain restrictions.

The Company uses interest rate swaps to hedge its fixed rate debt against changes in fair value due to variability in interest rates. The Company is party to interest rate swap agreements that have been designated as fair value hedges and are recorded at fair value on the Company's consolidated balance sheets. The fair value of the interest rate swaps are determined based on observed values for underlying interest rates on the LIBOR yield curve (Level 2).

The Company does not hold derivative instruments for trading or speculative purposes.

Cash and Cash Equivalents

The Company’s cash equivalents were primarily comprised of investments in several large institutional money market funds and bank deposits, with original maturity of three months or less. There are immaterial restrictions on the withdrawal of the Company’s cash and cash equivalents of foreign currency due to exchange control regulations. The Company's cash equivalents are recorded at historical cost, which equals fair value based on quoted market prices (Level 1 input as defined by the accounting standard for fair value measurements).

Restricted Cash

The Company has restricted cash balances, primarily representing advances from a single customer that are restricted as to use for certain expenditures related to that customer's contract. Restricted cash balances are included as "Inventory, prepaid expenses and other current assets" in the Company's consolidated balance sheets.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk primarily consist of cash equivalents and accounts receivable. At January 1, 2016, the Company’s cash and cash equivalents bear both fixed and variable interest rates. Although credit risk is limited, the Company’s receivables are concentrated with its principal customers, which are the various agencies of the U.S. Government and customers engaged in work for the U.S. Government, and to a lesser degree, commercial companies.

Investments

Investments in entities and corporate joint ventures where the Company has a noncontrolling ownership interest representing less than 50% and over which the Company has the ability to exercise significant influence, are accounted for under the equity method of accounting whereby the Company recognizes its proportionate share of the entities’ net income or loss and does not consolidate the entities' assets and liabilities. Equity investments in entities over which the Company does not have the ability to exercise significant influence and whose securities do not have a readily determinable fair value are carried at cost or cost net of other-than-temporary impairments.

Inventories

Inventories are valued at the lower of cost or estimated net realizable value. Raw material inventory is valued using the average cost method. Work-in-process inventory includes raw material costs plus labor costs, including fringe benefits, and allocable overhead costs. The majority of finished goods inventory consists of border, port and mobile security products and baggage scanning equipment. The Company evaluates inventory against historical and planned usage to determine appropriate provisions for obsolete inventory. For the 11-month period ended January 1, 2016, and fiscal 2015, the Company's inventory balance consisted primarily of inventoried costs relating to long-term contracts.

Property, Plant and Equipment

Purchases of property, plant and equipment as well as costs associated with major renewals and betterments are capitalized. Maintenance, repairs and minor renewals and betterments are expensed as incurred.

Construction in Progress ("CIP") is used to accumulate all costs for projects that are not yet complete. CIP balances are transferred to the appropriate asset account when the asset is capitalized and ready for its intended use.

When assets are sold or otherwise disposed of, the cost and related accumulated depreciation or amortization are removed from the accounts and any resulting gain or loss is recognized. Depreciation is recognized using the methods and estimated useful lives as follows:

	Depreciation method	Estimated useful lives (in years)
Computers and other equipment	Straight-line or declining-balance	2-10
Buildings	Straight-line	30-40
Building improvements and leasehold improvements	Straight-line	Shorter of lease term or 25
Office furniture	Straight-line or declining-balance	6-9

The Company evaluates its long-lived assets for potential impairment whenever there is evidence that events or changes in circumstances indicate that the carrying value may not be recoverable and the carrying amount of the asset exceeds its estimated fair value.

Goodwill and Intangible Assets

Goodwill and intangible assets were combined into one line item on the balance sheet in the current year. The prior year amounts have been reclassified to conform to the current year presentation.

Goodwill

Goodwill represents purchase consideration paid in a business combination that exceeds the fair values of the net assets of acquired businesses. Goodwill is not amortized, but instead is tested for impairment at the reporting unit level annually, at the beginning of the fourth quarter and during interim periods whenever events or circumstances indicate that the carrying value may not be recoverable.

Historically, the Company has elected to perform this impairment evaluation as of the first day of the fourth quarter of the fiscal year. The change in the Company's fiscal year-end from the Friday nearest the end of January to the Friday nearest the end of December resulted in an annual goodwill impairment test date that is approximately one month earlier than in previous years. The change in the annual goodwill impairment testing date is deemed a change in accounting principle, which the Company believes to be preferable. The change was made to better align with the Company's most significant customer’s fiscal year as well as the Company’s year-end reporting cycle and annual planning and budgeting process, which is a significant element in the annual goodwill impairment test. This change in accounting principle did not delay, accelerate or avoid a goodwill impairment charge. The annual goodwill impairment test was performed on November 1, 2014, and on October 3, 2015, such that a period greater than 12 months did not elapse between test dates. The change in the annual goodwill impairment testing date was applied prospectively beginning on October 3, 2015, and had no effect on the Company's consolidated financial statements. This change was not applied retrospectively as it is impracticable to objectively determine valuation estimates in prior periods.

Goodwill is evaluated for impairment either under a qualitative assessment option or a two-step quantitative approach depending on the facts and circumstances of a reporting unit, including the excess of fair value over carrying amount in previous assessments and changes in business environment.

When performing a qualitative assessment, the Company considers factors including, but not limited to, current macroeconomic conditions, industry and market conditions, cost factors, financial performance and other events relevant to the entity or reporting unit under evaluation to determine whether it is more likely or not that the fair value of a reporting unit is less than its carrying amount. If the Company determines that it is more likely than not that a reporting unit's fair value is less than its carrying amount, a quantitative two-step goodwill impairment test is performed.

In evaluating the first step of the two-step quantitative goodwill impairment test, the estimated fair value of each reporting unit is compared to its carrying value, which includes the allocated goodwill. If the estimated fair value of a reporting unit is more than its carrying value, including allocated goodwill, no further analysis is required. If the estimated fair value of a reporting unit is less than its carrying value, including allocated goodwill, a second step is performed to compute the amount of the impairment by determining an implied fair value of goodwill. The implied fair value of goodwill is the residual fair value derived by deducting the fair value of a reporting unit's identifiable assets and liabilities from its estimated fair value calculated in the first step. If the carrying value of a reporting unit's goodwill exceeds its implied fair value, then the Company records an impairment charge equal to the difference.

The Company estimates the fair value of each reporting unit using both market and income approaches (Level 3) when a quantitative analysis is required.

The market approach consists of the guideline public company method, which is a valuation technique where the fair value is calculated based on market prices obtained from a detailed market analysis of publicly traded companies that provide a reasonable basis of comparison for each reporting unit. Valuation ratios are selected that relate market prices to selected financial metrics from comparable companies. These ratios are applied after consideration of adjustments and weightings related to financial position, growth, volatility, working capital movement, and other factors. Due to the fact that stock prices of comparable companies represent minority interests, the Company also considers an acquisition control premium to reflect the impact of additional value associated with a controlling interest.

The income approach is a valuation technique where the fair value is calculated based on forecasted future cash flows within the projection period discounted back to the present value with appropriate risk adjusted discount rates, which represent the weighted-average cost of capital ("WACC") for each reporting unit. This includes assessing the cost of equity and debt capital as of the valuation date. In addition, a terminal value is developed for forecasted future cash flows beyond the projection period discounted back to the present value. The forecasts used in the Company's estimation of fair value are developed by management based on business and market considerations.

The goodwill impairment test process and valuation model is based upon certain key assumptions that require the exercise of significant judgment including judgments for the use of appropriate financial projections, economic expectations, discount rates and WACC as well as using available market data.

Intangible Assets

Intangible assets with finite lives are amortized using the method that best reflects how their economic benefits are utilized or, if a pattern of economic benefits cannot be reliably determined, on a straight-line basis over their estimated useful lives.

Intangible assets with finite lives are being amortized over the following periods:

	Estimated useful lives (in years)
Customer relationships	8-10
Software and technology	9-15

Intangible assets with finite lives are assessed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. See Note 4—Goodwill and Intangible Assets for impairment charges taken during the period. Intangible assets with indefinite lives are not amortized but are assessed for impairment at the beginning of the fourth quarter and whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Additionally, other indefinite-lived intangible assets are not being amortized until such time that the useful life is determined to no longer be indefinite.

Selling, General and Administrative Expenses

The Company classifies indirect costs incurred within or allocated to its U.S. Government customers as overhead (included in cost of revenues) or general and administrative expenses in the same manner as such costs are defined in the Company’s disclosure statements under U.S. Government Cost Accounting Standards.

Selling, general and administrative expenses include general and administrative, bid and proposal and internal research and development ("IR&D") expenses.

The Company conducts research and development activities under customer-funded contracts and with company-funded IR&D funds. For the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014, company-funded IR&D expense was $29 million, $37 million and $45 million, respectively. Expenses for research and development activities performed under customer contracts are charged directly to cost of revenues for those contracts.

Income Taxes

The Company accounts for income taxes under the asset and liability method in accordance with the accounting standard for income taxes. The asset and liability method requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and tax bases of assets and liabilities. Under this method, changes in tax rates and laws are recognized in income in the period such changes are enacted.

The Company records net deferred tax assets to the extent that it believes these assets will more likely than not be realized. In making such determination, the Company considers all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax planning strategies and recent results of operations. If the Company were to determine that it would be able to realize its deferred income tax assets in the future in excess of their net recorded amount or would no longer be able to realize its deferred income tax assets in the future as currently recorded, the Company would make an adjustment to the valuation allowance which would decrease or increase the provision for income taxes.

The provision for federal, state, foreign and local income taxes is calculated on income before income taxes based on current tax law and includes the cumulative effect of any changes in tax rates from those used previously in determining deferred tax assets and liabilities. Such provision differs from the amounts currently payable because certain items of income and expense are recognized in different reporting periods for financial reporting purposes than for income tax purposes.

The Company recognizes liabilities for uncertain tax positions when it is more likely than not that a tax position will not be sustained upon examination and settlement with various taxing authorities. Liabilities for uncertain tax positions are measured based upon the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. The Company recognizes interest and penalties related to uncertain tax positions in its income tax expense.

Stock-Based Compensation

The Company recognizes the fair value of all stock-based awards, including stock options, granted to employees and directors in exchange for services as compensation expense over the requisite service period, which is typically the vesting period, net of an estimated forfeiture rate.

Special Cash Dividend

In fiscal 2014, the Company's Board of Directors declared a special cash dividend of $4.00 per share of Leidos common stock and paid an aggregate of $342 million to stockholders as of the record date of June 14, 2013.

Foreign Currency

The financial statements of consolidated international subsidiaries, for which the functional currency is not the U.S. dollar, are translated into U.S. dollars using the exchange rate at each balance sheet date for assets and liabilities and a weighted average exchange rate over the reporting period for revenues, expenses, gains and losses. Translation adjustments are recorded as accumulated other comprehensive income (loss) in stockholders' equity. Transaction gains and losses are recognized in the Company's consolidated statements of income.

Accounting Standards Updates Adopted

In April 2015, the Financial Accounting Standards Board ("FASB") issued ASU 2015-04, *Compensation - Retirement Benefits (Topic 715): Practical Expedient for the Measurement Date of an Employer's Defined Benefit Obligation and Plan Assets.* This update provides a practical expedient to entities with fiscal year-end dates that do not coincide with calendar month-end dates for measurement. This allows for the Company to align the accounting for pensions with the fiscal year end date. For public entities, the amendments are effective for fiscal years and interim periods beginning after December 15, 2015, and will be applied prospectively. The Company elected to early adopt the provisions of ASU No. 2015-04 and the standard did not have a material effect on the Company's consolidated financial position, results of operations or cash flows.

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Taxes.* This update requires that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. The guidance is effective for public business entities for fiscal years beginning after December 15, 2016. The amendments may be applied either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. The Company elected to early adopt the provisions of ASU 2015-17 on a prospective basis. Early adoption resulted in a reclassification of the Company's net current deferred tax assets of $13 million, of which $12 million was reclassified to net non-current deferred tax liabilities and $1 million to net non-current deferred tax assets in the Company's consolidated balance sheets as of January 1, 2016. No prior periods were retrospectively adjusted.

During the fiscal years presented, the Company adopted various accounting standards issued by the FASB, none of which had a material effect on the Company's consolidated financial position, results of operations or cash flows.

Accounting Standards Updates Issued But Not Yet Adopted

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of non-financial assets unless those contracts are within the scope of other standards (for example, insurance contracts or lease contracts). This ASU will supersede all revenue recognition requirements in Topic 605, Revenue Recognition and industry-specific guidance throughout the Industry Topics of the codification. The guidance's core principle is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In applying the revenue principles, an entity will identify the contract(s) with a customer, identify the performance obligations, determine the transaction price, allocate the transaction price to the performance obligations and recognize revenue when the performance obligation is satisfied (either over time or point in time). The ASU further states that an entity should disclose sufficient information to enable users of financial statements to understand the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. The amendments in this ASU are effective for annual reporting periods beginning after December 15, 2016, for public companies. In August 2015, the FASB issued ASU 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date*, which approved a one-year deferral of the effective date of the ASU to December 15, 2017, with an option for early adoption of the standard on the original effective date. The Company is still evaluating the provisions of ASU 2014-09 and its impact on the Company's consolidated financial position, results of operations or cash flows.

In January 2015, the FASB issued ASU 2015-01, *Income Statement - Extraordinary and Unusual Items (Subtopic 225-20)*. This update eliminates from GAAP the concept of extraordinary items and it is intended to simplify income statement classification. The amendments in this ASU are effective for fiscal years, and interim periods within those years, beginning after December 15, 2015. Early adoption is permitted, but only as of the beginning of the fiscal year of adoption. The Company does not expect the provisions of ASU 2015-01 to have a material effect on the Company's consolidated financial position, results of operations or cash flows.

In February 2015, the FASB issued ASU 2015-02, *Consolidation (Topic 810): Amendments to the Consolidation Analysis.* This update simplifies the codification and reduces the number of consolidation models under ASC 810, making all reporting entities to be within the scope of Subtopic 810-10, including limited partnerships and similar legal entities, unless a scope exception applies. The update is effective for public business entities for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted and the Company can apply the update using a modified retrospective or retrospective approach. The Company does not expect this standard to have a material effect on the Company's consolidated financial position, results of operations or cash flows.

In April 2015, the FASB issued ASU 2015-03, *Interest - Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs.* This update changes the balance sheet presentation of debt issuance costs and eliminates separate presentation for debt issuance costs as an asset and requires issuance costs to be reported in the balance sheet as a direct reduction to the face amount of the associated debt, similar to a discount. For public business entities, the amendments in this update are effective for financial statements issued for fiscal years beginning after December 15, 2015. Early adoption is permitted. The guidance will be applied on a retrospective basis. The Company adopted the standard as of January 2, 2016, and the adoption did not have a material impact on the Company's consolidated financial position.

In July 2015, the FASB issued ASU 2015-11, *Simplifying the Measurement of Inventory,* to align U.S. GAAP inventory valuation with International Financial Reporting Standards (IFRS) for all inventory other than LIFO (last-in, first-out) measured inventory. This update will seek to measure inventory at the lower of cost and net realizable value, which is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. The amendments in the update should be applied prospectively and are effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. The Company does not expect this standard to have a material effect on the Company's consolidated financial position, results of operations or cash flows.

In September 2015, the FASB issued ASU 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments.* This update eliminates the need for an acquirer in a business combination to account for measurement period adjustments retrospectively. Instead, an acquirer will recognize a measurement-period adjustment during the period in which it determines the amount of the adjustment. The guidance is effective for public business entities for fiscal years beginning after December 15, 2015, and will be applied retrospectively. The Company does not expect this standard to have a material effect on the Company's consolidated financial position, results of operations or cash flows.

Note 2—Dispositions:

Discontinued Operations (non-strategic)

In July 2014, the Company committed to plans to dispose of a business, historically included in the Company's Health and Engineering segment, that primarily focused on full service emergency management consulting for disaster preparedness, response, recovery and mitigation. The sale transaction was completed in the third quarter of fiscal 2015 with cash proceeds received of $19 million, resulting in an immaterial gain on sale.

In January 2014, the Company committed to plans to dispose of Cloudshield Technologies, Inc. ("Cloudshield"), historically included in the Company's National Security Solutions segment, which was previously acquired in fiscal 2011 and primarily focused on producing a suite of cybersecurity hardware and associated software and services. The sale transaction was completed in February 2015 with cash proceeds received of $5 million, resulting in a preliminary immaterial gain on sale for the 11-month period ended January 1, 2016, subject to customary working capital adjustments.

In November 2013, the Company sold a certain component of the business, historically included in the Company's National Security Solutions segment, that primarily focused on machine language translation with insignificant cash proceeds received, resulting in an immaterial gain on sale.

In August 2013, the Company committed to plans to dispose of a business, historically included in the Company's National Security Solutions segment, that primarily focused on technology used to detect if an individual is concealing explosive devices or other hidden weapons. In the first quarter of fiscal 2015, the Company adjusted the carrying values of the business's assets to their fair value based on the estimated selling price of the business. The carrying value exceeded the fair value which resulted in approximately $12 million of impairment charges recorded in discontinued operations, of which $9 million related to fixed assets and inventory and the remainder related to intangible assets. The sale transaction was completed in the second quarter of fiscal 2015 with insignificant cash proceeds received, resulting in an immaterial loss on sale.

Separation of New SAIC

As discussed in Note 1, the Company completed the spin-off of New SAIC on September 27, 2013. In anticipation of this spin-off, the Company entered into a credit agreement in June 2013 as a guarantor that consisted of an unsecured term credit facility of $500 million with New SAIC as the borrower. New SAIC was a subsidiary of Leidos prior to the separation date. On September 26, 2013, New SAIC borrowed $500 million under this term credit facility which was unconditionally guaranteed by the Company. The Company was released from its guaranty on September 27, 2013, the completion date of the separation transaction. At separation, New SAIC made a $295 million dividend payment to Leidos and reimbursed Leidos, Inc. $5 million for financing costs previously advanced to New SAIC to secure the revolving and term credit facility, and Leidos, Inc. made a $26 million capital contribution to New SAIC.

The spin-off was made pursuant to the terms of a Distribution Agreement and several other agreements entered into between the Company and New SAIC on September 25, 2013. These agreements set forth, among other things, the principal actions needed to be taken in connection with the separation and govern certain aspects of the relationship between the Company and New SAIC following the separation. These agreements generally provide with certain exceptions, that each party is responsible for its respective assets, liabilities and obligations, including employee benefits, insurance and tax related assets and liabilities, whether accrued or contingent, except that unknown liabilities will be shared between the parties in certain circumstances. The agreements also describe the party’s commitments to provide each other with certain services for a limited time to help ensure an orderly transition. The agreements also include the treatment of existing contracts, proposals, and teaming arrangements where New SAIC will jointly perform work after separation on Leidos contracts. While the Company is a party to the Distribution Agreement and the ancillary agreements, the Company has determined that it does not have significant continuing involvement in the operations of New SAIC, nor does the Company expect significant continuing cash flows from New SAIC.

The operating results of New SAIC through the Distribution Date, which have been classified as discontinued operations, for the periods presented were as follows:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
		(in millions)	
Revenues	**$ 17**	$ 39	$ 2,712
Costs and expenses:			
Cost of revenues	**17**	39	2,447
Selling, general and administrative expenses	**—**	—	42
Separation transaction and restructuring expenses	**—**	—	55
Operating income	**$ —**	$ —	$ 168

The pre-sale operating results through the date of disposal of the Company's discontinued operations discussed above, excluding the spin-off of New SAIC, for the periods presented were as follows:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
		(in millions)	
Revenues	**$ —**	$ 29	$ 33
Costs and expenses:			
Cost of revenues	**—**	21	33
Selling, general and administrative expenses (including impairment charges of $9 million for the fiscal year ended January 30, 2015)	**2**	29	25
Intangible asset impairment charges	**—**	3	2
Operating loss	**$ (2)**	$ (24)	$ (27)
Non-operating income (expense)	**$ 1**	$ 11	$ (1)
Loss from discontinued operations before income taxes	**$ (1)**	$ (13)	$ (28)

The major classes of assets and liabilities included in discontinued operations through the date of disposal for the periods presented are immaterial for disclosure purposes.

Note 3—Acquisitions:

The Company acquires businesses as part of its growth strategy to provide new or enhance existing capabilities and offerings to customers. During fiscal 2014, the Company completed the acquisition of Plainfield Renewable Energy (as described below), which was not considered a significant business combination in the year acquired. No businesses were acquired during the 11-month period ended January 1, 2016, and fiscal 2015.

The following table summarizes the fair value (preliminary or final) of goodwill and intangible assets acquired at the date of acquisition as well as the components and weighted average useful lives of the intangible asset:

	January 31, 2014
	($ in millions)
Identifiable intangible assets:	
Customer relationships (finite-lived)	$ —
Other (finite-lived)	3
Weighted average lives of finite-lived intangibles:	
Customer relationships	—
Other	12 years
All finite-lived intangible assets	12 years

Plainfield Renewable Energy Holdings LLC

As described in Note 1, the Company became the primary beneficiary of Plainfield on October 11, 2013 (the "transaction"), which required the consolidation of the VIE. The Company also determined that Plainfield met the definition of a business and as such gained control of 100% of PRE Holdings equity through the consensual foreclosure agreement which constituted a change in control accounted for as a business combination.

The Plainfield Renewable Energy Project involves the design, construction and financing of a 37.5 megawatt biomass-fueled power plant in Plainfield, Connecticut (the "plant"). Connecticut Light & Power will purchase approximately 80% of the power produced by the plant based on a 15-year off-take agreement, utilizing the plant's status as a renewable power source. In addition, there are fuel supply agreements with initial terms of 5 to 15 years and minimum purchase requirements either at prevailing market prices or a set price plus a CPI index. Subsequent to the business combination, three of the acquired fuel supply agreements were impaired in fiscal 2015. See Note 4—Goodwill and Intangible Assets for further information.

The project was partially financed by the Company’s provision of extended payment terms for certain of its services performed on the project and, at the time of this transaction, the Company had a receivable of $137 million due from Plainfield. The remainder of the project was financed by the Carlyle Group with two secured notes aggregating $148 million, which these notes were assumed by the Company as part of consensual foreclosure. On December 6, 2013, the Company entered into an Early Payoff Agreement with the Carlyle Group to settle the two secured notes totaling $152 million in principal and paid on December 16, 2013 an aggregate of $165 million to fully satisfy its obligation to Carlyle, which included the principal amount, interest due on the notes of $7 million, including an additional interest payment per the Early Payoff agreement, and $6 million in an early termination fee. In addition, the unamortized deferred debt issuance costs and debt discount at the time of the pay off were expensed and included in "Other income (expense), net" in the Company's consolidated statements of income.

At the time the Company became the primary beneficiary of Plainfield, the Company measured the assets acquired and liabilities assumed at their fair values. The difference between the estimated fair value of the plant in comparison to the carrying value of the Company's deferred payment term receivables forgiven as of the date of the transaction resulted in a $32 million loss as "Bad debt expense" in the Company's consolidated statements of income during the third quarter of fiscal 2014. In addition as part of the transaction, contingent consideration of approximately $3 million, remained to be paid as of January 30, 2015, of which $2 million was to be paid on the earlier of November 2015 or the successful sale of the plant, and the remainder of which was to be paid solely upon the successful sale of the plant (see discussion below regarding the sale of the plant).

The aggregate purchase consideration that the Company exchanged for PRE Holdings is as follows (in millions):

Forgiveness of accounts receivable (net of $32 million bad debt expense)	$	105
Contingent consideration		6
Total purchase consideration	$	111

The fair values of the assets acquired and liabilities assumed at the date of acquisition were as follows (in millions):

Property, plant and equipment	$	248
Other assets		8
Notes payable assumed (net of debt discount)		(148)
Total identifiable net assets acquired		108
Intangible assets		3
Total purchase consideration	$	111

In July 2014, the Company received a cash grant of $80 million from the U.S. Treasury Department, which was recorded as a reduction to the fixed asset basis of the plant on the Company's consolidated balance sheets. For tax purposes, the tax basis of the plant was reduced by half of the amount of the cash grant. This difference between the excess tax basis of the plant over the book basis resulted in a $27 million deferred tax asset which was recorded as a reduction to the fixed asset basis of the plant. The U.S. Treasury grant also contains a recapture provision that could require the Company to repay funds to the Treasury in certain circumstances (see further discussion below).

In March 2015, the Company entered into a definitive Membership Interest Purchase Agreement (the "Agreement") to sell 100% of the equity membership interest in Plainfield resulting in an approximate $40 million impairment charge in the Company's Health and Engineering segment in January 2015 to adjust the carrying values of Plainfield's assets to their fair values based on the estimated selling price of the business (Level 1).

During the quarter ended July 3, 2015, further negotiations occurred related to the sale of Plainfield resulting in an approximate $29 million impairment charge. The Company adjusted the carrying values of Plainfield's assets to their fair values based on the estimated selling price of the business pursuant to the terms of the Agreement that was amended on July 17, 2015 (Level 1). The Company recorded these tangible asset impairment charges in "Asset impairment charges" in the Company’s consolidated statements of income.

On July 24, 2015, the Company completed the sale of its equity interests in Plainfield for an aggregate consideration of $102 million, subject to certain adjustments, and contingent earn-out payments. The consideration received at closing consisted of a cash payment of approximately $29 million (the "Closing Payment") and a secured promissory note for approximately $73 million, net of discount (the "Note"). The sale resulted in an immaterial deferred gain. In addition to the Closing Payment and the Note, the Company is eligible to receive certain contingent earn-out payments not to exceed $30 million. The Company will recognize any consideration for the contingent earn-out payments when received. In conjunction with the sale of the plant, the Company paid $2 million of the purchase price contingent consideration accrued at January 30, 2015 based on the successful sale of the plant. The remaining accrued contingent consideration was released and not paid as the selling price did not meet the qualifications for the payment of the remaining contingent consideration.

The maturity date of the Note is July 24, 2017 (the "Original Maturity Date"), with an option to extend the maturity date for three consecutive one-year periods. The annual interest rate of 6% will increase to 8% if the maturity date is extended beyond July 24, 2017, and will increase to 9% if extended beyond July 24, 2019. The first payment of accrued and unpaid interest is due January 24, 2016, with subsequent payments occurring every six months, including a portion of the principal balance. The note allows for a six-month deferral of certain payments due in January 2016, and July 2016. In January 2016, the Company was notified by the buyer that the interest payment due on January 24, 2016 will be deferred to the next payment due date in July 2016.

The remaining unpaid principal amount and accrued interest is due on the Original Maturity Date (as may be extended as described above) or each six months thereafter, if extended. Payments under the Note are secured by a general security interest in the personal property of Plainfield, a pledge of the membership interests of Plainfield and a first mortgage on the real property that comprises the plant. As of January 1, 2016, the Company expects the Note to be collectible in full.

As outlined in the amended Agreement, the buyer represents to the Company that it meets the definition of a qualified buyer in regards to the terms in the U.S. Treasury cash grant. During the remaining recapture period that follows the closing date of the sale, the buyer and any following acquired companies, including any transferred membership interests to these companies, is contractually obligated to remain a qualified buyer, and the buyer shall cause any transferee of the plant permitted under the Agreement to enter into a written agreement to be jointly liable for any recapture event. In addition, the buyer and any continuing membership interests to acquired companies shall operate the plant as an “open-loop biomass” facility in accordance with Section 1603 of the cash grant, timely file all reports related to Section 1603 and indemnify the Company for any liabilities incurred that may arise if these obligations are breached. Based on the indemnification in the Agreement, and since the onus is on the buyer to comply with the conditions of the grant, the Company has deemed a recapture event not probable; therefore, has not recorded a liability associated with a potential recapture of the grant.

Note 4—Goodwill and Intangible Assets:

The Company has the following reportable segments that contain goodwill: National Security Solutions ("NSS") and Health and Engineering ("HES").

Goodwill is tested for impairment at the reporting unit level annually, at the beginning of the fourth quarter, and during interim periods whenever events or circumstances indicate that the carrying value may not be recoverable. In the second quarter of fiscal 2015, as part of its normal quarterly procedures, the Company considered both qualitative and quantitative factors associated with each of the Company's reporting units and determined that there were indicators that the carrying values of the Health Solutions and Engineering reporting units may not be fully recoverable due to operating performance shortfalls and forecasted declines of revenues and operating income. The Company performed an interim evaluation for these reporting units that resulted in impairments of the goodwill carrying value (see discussion below).

The balance and changes in the carrying amount of goodwill by segment were as follows:

	NSS	HES	Total
		(in millions)	
Balance at January 31, 2014	$ 788	$ 905	$ 1,693
Goodwill impairment	—	(486)	(486)
Balance at January 30, 2015	$ 788	$ 419	$ 1,207
Adjustments	—	—	—
Balance at January 1, 2016	**$ 788**	**$ 419**	**$ 1,207**

During the second quarter of fiscal 2015, the Health Solutions reporting unit experienced a significant decline in both actual and forecasted revenue volumes, primarily in the Company's commercial health consulting business, resulting from a reduction in project opportunities, delayed award decisions and completion of several larger electronic health records ("EHR") implementation engagements that were not extended or replaced with other projects. The declines were also impacted by delays in legislative compliance deadlines (i.e., ICD-10 and Meaningful Use Stage 2). These events attributed to a significant reduction in the Company's sales pipeline, forecasted revenue and operating income. The nature of the Company's commercial health consulting engagements are short term in nature and the aforementioned events transpired and became known during the second quarter of fiscal 2015 and triggered a revised and lower financial forecast.

During the second quarter of fiscal 2015, the Engineering reporting unit experienced delayed or lost award decisions and reductions in scope on several large engineering construction projects as clients shifted priorities and adjusted their capital expenditure plans that were anticipated to be awarded to the Company during the second quarter of fiscal 2015. The Engineering reporting unit was also impacted by significant reduction in scope of services with an existing client. These events culminated in a significant reduction in the Company's sales pipeline, revenue and operating income. The aforementioned events transpired and became known during the second quarter of fiscal 2015 and triggered a revised and lower financial forecast.

Based on the unexpected impacts and other unanticipated factors discussed above, the Company conducted an interim goodwill impairment test using the two-step quantitative approach.

As described in Note 1, the Company utilized both the market and income approach as part of the first step of the two-step quantitative goodwill impairment test to determine the estimated fair value of both the Health Solutions and Engineering reporting units.

The Company performed the market approach, guideline public company method, by applying pricing multiples derived from publicly traded guideline companies that are comparable to the reporting units to determine their fair values. The Company utilized enterprise/earnings before interest, taxes, depreciation and amortization ("EBITDA") multiples and enterprise/revenue multiples which averaged 6.0 and 0.5, respectively, for the Health Solutions reporting unit, and 6.8 and 0.4, respectively, for the Engineering reporting unit. In addition, the fair value under the guideline public company method included a control premium of 20%, which was determined based on a review of comparable market transactions.

The income approach was performed by calculating the fair value based on forecasted future cash flows discounted back to the present value, including significant judgments related to the risk adjusted discount rates, terminal growth rates and weighted-average cost of capital ("WACC"). The projected cash flows were developed by management for planning purposes based on current known business and market conditions as well as future anticipated industry trends. The method included certain cost adjustments that a market participant buyer would not incur to operate the respective reporting units. A terminal value growth rate of 3% and 2% and WACC of 12% and 14% (which includes a specific company risk premium of 2%) were used for the Health Solutions and Engineering reporting units, respectively.

Based on the first step of the two-step quantitative goodwill impairment test, the Company determined that the fair values of the Health Solutions and Engineering reporting units were 62% and 91% of their carrying values, respectively. Due to the fact that indicators of impairment existed, the second step of the two-step quantitative goodwill impairment test was performed to determine the implied fair value of goodwill and the impairment amount of the respective reporting units.

As a result of the second step evaluation, the Company recorded goodwill impairment charges in the Health Solutions and Engineering reporting units of $369 million and $117 million, respectively, for the second quarter ended August 1, 2014, which represents the difference between the carrying value and the implied fair value.

Based on a qualitative analysis performed during the Company's annual impairment evaluation for the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014 for certain of its reporting units, it was determined that it is more likely than not that the fair values of the reporting units were in excess of the individual reporting unit carrying values, and as a result, a quantitative step one analysis was not necessary. Additionally, based on the results of the quantitative step one analysis for certain other of its reporting units, it was determined that their fair values were in excess of the individual reporting units carrying values. As a result, no goodwill impairments were identified as part of the annual goodwill impairment evaluation for periods mentioned above.

Intangible assets, including those arising from preliminary estimates of assets acquired relating to acquisitions, consisted of the following:

	January 1, 2016			January 30, 2015		
	Gross carrying value	Accumulated amortization	Net carrying value	Gross carrying value	Accumulated amortization	Net carrying value
	(in millions)					
Finite-lived intangible assets:						
Customer relationships	$ 20	$ (16)	$ 4	$ 70	$ (57)	$ 13
Software and technology	61	(44)	17	52	(41)	11
Total finite-lived intangible assets	81	(60)	21	122	(98)	24
Indefinite-lived intangible assets:						
In-process research and development	—	—	—	9	—	9
Trade names	4	—	4	4	—	4
Total indefinite-lived intangible assets	4	—	4	13	—	13
Total intangible assets	$ 85	$ (60)	$ 25	$ 135	$ (98)	$ 37

Finite-lived customer relationship intangible assets with a gross carrying value of $12 million became fully amortizable during the 11-month period ended January 1, 2016, and are no longer reflected in the gross carrying value after becoming fully amortized. The gross carrying value of software and technology finite-lived intangible assets increased from fiscal 2015, due to the addition of an in-process research and development intangible asset that reached technological feasibility and began amortizing as a software and technology intangible asset over its useful life of nine years.

Amortization expense related to amortizable intangible assets was $8 million, $15 million, and $35 million for the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014, respectively.

The Company recognized intangible asset impairment charges of $4 million, $41 million and $51 million for the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014, respectively. The Company recorded intangible asset impairment charges in "Asset impairment charges" in the Company's consolidated statements of income.

The Company determined that certain customer relationship intangible assets associated with the acquisitions of Vitalize and maxIT were not recoverable due to lower projected revenue and operating income levels from the associated customers. As a result, the Health and Engineering reportable segment recognized impairment charges of $24 million and $19 million during fiscal 2015 and fiscal 2014, respectively, to reduce the carrying value of these intangible assets to their estimated fair values. Additionally, in the 11-month period ended January 1, 2016, the Health and Engineering reportable segment recognized an impairment charge of $4 million to write-off the remaining carrying value (with a gross carrying value of $38 million).

The Company determined that certain intangible assets consisting of software and technology, associated with the acquisition of Reveal Imaging Technologies, Inc. were not recoverable due to lower projected revenue levels from the associated products and customers. As a result, the Health and Engineering reportable segment recognized impairment charges of $14 million and $30 million during fiscal 2015 and fiscal 2014, respectively, to reduce the carrying value of these intangible assets to their estimated fair values.

During fiscal 2015, the Company determined that certain intangible assets associated with fuel supply contracts obtained through the Plainfield Renewable Energy Project foreclosure were not recoverable due to changes in the Company's fuel supply strategy and newly identified requirements to operate the plant, which impacted expected benefits from the related fuel supply arrangements. As a result, the Health and Engineering reportable segment recognized an impairment charge of $3 million to write-off the carrying value associated with the intangible assets of three fuel supply agreements.

For the Company's intangible impairment charges described above, the fair value was estimated using the income approach based on management's forecast of future cash flows to be derived from the assets' use (Level 3).

The estimated annual amortization expense related to finite-lived intangible assets as of January 1, 2016, was as follows:

Fiscal Year Ending	(in millions)
2016	$ 6
2017	5
2018	4
2019	2
2020	1
2021 and thereafter	3
	$ 21

Actual amortization expense in future periods could differ from these estimates as a result of future acquisitions, divestitures, impairments, the outcome and timing of completion of in-process research and development projects (the assets of which will become amortizable upon completion and placement into service, or will be impaired if abandoned), adjustments to preliminary valuations of intangible assets and other factors.

Note 5—Receivables:

The components of receivables, net consisted of the following:

	January 1, 2016	January 30, 2015
	(in millions)	
Billed and billable receivables	**$ 715**	$ 655
Unbilled receivables:		
Amounts billable	**187**	230
Contract retentions	**29**	21
Allowance for doubtful accounts	**(10)**	(10)
	$ 921	$ 896

The Company’s accounts receivable includes amounts billed and currently due from customers as well as billable receivables that generally consist of amounts to be billed within the next month. Since the Company’s receivables are primarily with the U.S. Government, the Company does not have exposure to a material credit risk. Amounts billable are stated at estimated realizable value and consist of costs and fees, substantially all of which are expected to be billed and collected within one year. Amounts billable also include rate variances that are billable upon negotiation of final indirect rates with the U.S. Government and, once billed, are subject to audit and approval by government representatives. Contract retentions are billed upon contract completion, or the occurrence of a specified event, and when negotiation of final indirect rates with the U.S. Government is complete. Consequently, the timing of collection of retention balances is outside the Company’s control. Based on the Company’s historical experience, the majority of retention balances are expected to be collected beyond one year and write-offs of retention balances have not been significant. When events or conditions indicate that amounts outstanding from customers may become uncollectible, an allowance is estimated and recorded.

The Company has extended deferred payment terms with original contractual maturities that may exceed one year to commercial customers related to certain construction projects. As of January 30, 2015, the Company had outstanding net receivables of $18 million, which reflects an allowance of $7 million, related to one construction project with deferred payment terms reflected in "Other assets" on the Company's consolidated balance sheet. These receivables had not been paid in accordance with the initial payment terms established with the customer and as such the Company filed a legal claim to enforce the payment terms as established in the contract. During the 11-month period ended January 1, 2016, the Company reached an agreement to settle the legal claim. As a result of the settlement terms, the Company recorded "Bad debt expense" of $11 million in the Company's consolidated statements of income. During the 11-month period ended January 1, 2016, and fiscal 2015, the Company received partial payments of $6 million and $21 million, respectively, from the customer. As of January 1, 2016, the remaining receivables balance related to this construction project is immaterial.

During fiscal 2014, the Company recorded "Bad debt expense" in the Company's consolidated statements of income of $41 million related to two different construction projects.

Note 6—Property, Plant and Equipment:

Property, plant and equipment, net consisted of the following:

	January 1, 2016	January 30, 2015
	(in millions)	
Electric generation facility	**$ —**	$ 127
Computers and other equipment	**161**	166
Leasehold improvements	**149**	156
Buildings and improvements	**57**	107
Office furniture and fixtures	**30**	37
Land	**15**	26
Construction in progress	**2**	2
	414	621
Less accumulated depreciation and amortization	**(272)**	(313)
	$ 142	$ 308

Depreciation expense was $33 million, $47 million and $45 million for the 11-month period ended January 1, 2016, fiscal 2015, and fiscal 2014, respectively.

During the 11-month period ended January 1, 2016, the Company amended its sale agreement entered into in 2013 and closed the sale of the remaining building, parcels of land that surround the building and the multi-level surface parking garage associated with the Company's former headquarters. The sale resulted in a write-off of $40 million in aggregate net book value of assets disposed, including $29 million for buildings and $10 million attributed to land.

See Note 16—Leases for further information regarding disposal of buildings, land and office leasehold improvements. Also, see Note 3—Acquisitions for discussion regarding the sale of the electric generation facility.

Note 7—Composition of Certain Financial Statement Captions:

Balance Sheet

	January 1, 2016	January 30, 2015
	(in millions)	
Inventory, prepaid expenses and other current assets:		
Prepaid income taxes and tax refunds receivable	**$ 56**	$ 102
Inventories	**70**	70
Restricted cash	**17**	30
Prepaid expenses	**26**	28
Deferred income taxes	**—**	12
Other	**47**	31
	$ 216	$ 273
Accounts payable and accrued liabilities:		
Accrued liabilities	**$ 322**	$ 327
Accounts payable	**314**	244
Collections in excess of revenues on uncompleted contracts and deferred revenue	**133**	104
	$ 769	$ 675
Accrued payroll and employee benefits:		
Salaries, bonuses and amounts withheld from employees' compensation	**$ 142**	$ 138
Accrued vacation	**121**	123
Accrued contributions to employee benefit plans	**5**	3
	$ 268	$ 264
Other long-term liabilities:		
Deferred compensation	**$ 41**	$ 39
Lease related obligations	**35**	31
Deferred tax liabilities	**34**	21
Accrued pension liabilities	**—**	8
Liabilities for uncertain tax positions	**5**	6
Other	**68**	63
	$ 183	$ 168

Income Statement

	January 1, 2016	January 30, 2015	January 31, 2014
		(in millions)	
Other income (expense), net			
Gain on sale of former headquarters	**$ 82**	$ —	$ —
Other income (expense), net	**2**	5	(8)
	$ 84	$ 5	$ (8)

Note 8—Derivative Instruments and Hedging Activities:

During fiscal 2015, the Company entered into interest rate swap agreements to hedge the fair value with respect to all of the $450 million aggregate principal outstanding on the Company's fixed rate 4.45% notes maturing in December 2020 (the "Notes"). The objective of these instruments is to hedge the Notes against changes in fair value due to the variability in the six-month LIBOR rate (the benchmark interest rate), which effectively converted the debt into floating interest rate debt. Under the terms of the interest rate swap agreements, the Company will receive semi-annual interest payments at the coupon rate of 4.45% and will pay variable interest based on the six-month LIBOR rate. The counterparties to these agreements are financial institutions.

The interest rate swaps were accounted for as a fair value hedge of the Notes and qualified for the shortcut method of hedge accounting, which allows for the assumption of no ineffectiveness reported in earnings. The resulting changes in the fair value of the interest rate swaps are fully offset by the changes in the fair value of the underlying debt (the hedged item).

The fair value of the Notes is stated at an amount that reflects changes in the benchmark interest rate subsequent to the inception of the interest rate swaps through the reporting date. The cash flows associated with the interest rate swaps are classified as operating activities in the Company's consolidated statement of cash flows.

The fair value of the interest rate swaps and their impact on the related fair value of the debt in the Company's consolidated balance sheets is as follows:

Interest rate swaps			Hedged items		
Balance sheet line item	**January 1, 2016**	January 30, 2015	Balance sheet line item	**January 1, 2016**	January 30, 2015
		(in millions)			
Other assets	**$ 8**	$ 17	Notes payable and long-term debt, net of current portion	**$ 8**	$ 17

Note 9—Debt:

Revolving Credit Facility

Leidos has a revolving credit facility, fully and unconditionally guaranteed by Leidos, Inc., which had provided for $750 million in unsecured borrowing capacity at interest rates determined, at Leidos' option, based on either LIBOR plus a margin or a defined base rate. During fiscal 2015, the Company amended the credit facility to, among other things, change the ratio of consolidated funded debt to EBITDA that the Company is required to maintain. In connection with the amendment to the credit facility, the Company exercised its right under the credit agreement to voluntarily reduce the combined commitments of the lenders from $750 million to $500 million. The original maturity date of the credit facility was March 2017. In January 2016, the Company amended the credit facility to extend the maturity date by one year to March 2018. As of January 1, 2016 and January 30, 2015, there were no borrowings outstanding under the credit facility.

The credit facility contains certain customary representations and warranties, as well as certain affirmative and negative covenants. The financial covenants contained in the amended credit facility require that, for a period of four trailing fiscal quarters, the Company maintains a ratio of consolidated funded debt, including borrowings under this credit facility, to EBITDA (adjusted for certain items as defined in the credit facility) of not more than 4.0 to 1.0 until January 29, 2016 and 3.75 to 1.0 thereafter, and a ratio of EBITDA (adjusted for certain items as defined in the credit facility) to interest expense of greater than 3.5 to 1.0. The Company was in compliance with these financial covenants as of January 1, 2016. A failure by the Company to meet these financial covenants in the future could eliminate the Company’s borrowing capacity under the credit facility.

The available borrowing capacity on the credit facility may vary each quarter based on the trailing four quarters of EBITDA. If the Company's trailing four quarters of EBITDA declines below a certain threshold in relation to outstanding debt, the borrowing capacity available under the credit facility is reduced. The available borrowing capacity based on the results of the Company's trailing four quarters of EBITDA as of January 1, 2016, is $500 million.

Other covenants in the credit facility restrict certain of the Company's activities, including, among other things, its ability to create liens, dispose of certain assets and merge or consolidate with other entities. The credit facility also contains certain customary events of default, including, among others, defaults based on certain bankruptcy and insolvency events, nonpayment, cross-defaults to other debt, breach of specified covenants, Employee Retirement Income Security Act (ERISA) events, material monetary judgments, change of control events, and the material inaccuracy of the Company's representations and warranties. In addition, the Company's ability to declare and pay future dividends on Leidos stock may be restricted by the provisions of Delaware law and covenants in the revolving credit facility.

Notes Payable and Long-Term Debt

The Company's notes payable and long-term debt consisted of the following for the years presented:

	Stated interest rate	Effective interest rate	**January 1, 2016**	January 30, 2015
		(dollars in millions)		
Leidos Holdings, Inc. senior unsecured notes:				
$450 million notes issued in fiscal 2011, which mature in December 2020 [(1)]	4.45%	4.53%	**$ 457**	$ 466
$300 million notes issued in fiscal 2011, which mature in December 2040	5.95%	6.03%	**218**	232
Leidos, Inc. senior unsecured notes:				
$250 million notes issued in fiscal 2003, which mature in July 2032	7.13%	7.43%	**248**	248
$300 million notes issued in fiscal 2004, which mature in July 2033	5.50%	5.88%	**159**	182
Capital leases and other notes payable due on various dates through fiscal 2020	0%-5.55%	Various	**6**	38
Total notes payable and long-term debt			**1,088**	1,166
Less current portion			**2**	2
Total notes payable and long-term debt, net of current portion			**$ 1,086**	$ 1,164
Fair value of notes payable and long-term debt			**$ 1,060**	$ 1,152

(1) As a result of executing the interest rate swap agreements, the carrying values of $457 million and $466 million include fair value adjustments of $9 million and $17 million, respectively, attributable to changes in the benchmark interest rate, the six-month LIBOR rate, for the 11-month period ended January 1, 2016, and the fiscal year ended January 30, 2015, respectively.

The fair value of long-term debt is determined based on current interest rates available for debt with terms, maturities and credit risk similar to the Company's existing debt arrangements.

Interest is payable on the Company's senior unsecured notes on a semi-annual basis with principal payments due at maturity. The note discounts, deferred debt issuance costs, and the loss on the settlement of related treasury lock contracts are amortized to interest expense (approximately $1 million was amortized in the 11-month period ended January 1, 2016, and fiscal 2015), which results in an effective interest rate that is higher than the stated interest rate of the notes. The senior unsecured notes contain customary restrictive covenants, including, among other things, restrictions on the Company's ability to create liens and enter into sale and leaseback transactions under certain circumstances. The Company was in compliance with all covenants as of January 1, 2016.

During the 11-month period ended January 1, 2016, the Company repurchased in the open market and retired principal amounts of $14 million on its $300 million 5.95% notes issued by Leidos Holdings, Inc. maturing in December 2040 and $23 million on its $300 million 5.50% notes issued by Leidos, Inc. maturing in July 2033. The Company recorded an immaterial gain on extinguishment of debt for the Leidos Holdings, Inc. and Leidos, Inc. notes as part of the partial repayment of the respective notes. The total combined gain of $1 million represents the difference between the repurchase price of $36 million and the net carrying amount of the notes. The net carrying amount was reduced by the write-off of a portion of the unamortized debt discount and deferred financing costs on a pro-rata basis to the reduction of debt. The Company recorded the gain (loss) on extinguishment of debt in "Other income (expense), net" in the Company's consolidated statements of income.

During fiscal 2015, the Company repurchased in the open market and retired principal amounts of $67 million on its $300 million 5.95% notes issued by Leidos Holdings, Inc. maturing in December 2040 and $116 million on its $300 million 5.50% notes issued by Leidos, Inc. maturing in July 2033. The Company recorded a $3 million gain on extinguishment of debt for the Leidos Holdings, Inc. notes and a $2 million gain for the Leidos, Inc. notes as part of the partial repayment of the respective notes. The total combined gain of $5 million represents the difference between the repurchase price of $175 million and the net carrying amount of the notes repurchased. The net carrying amount was reduced by the write-off of a portion of the unamortized debt discount and deferred financing costs on a pro-rata basis to the reduction of debt. The Company recorded the gain (loss) on extinguishment of debt in "Other income (expense), net" in the Company's consolidated statements of income.

Maturities of notes payable and long-term debt are as follows:

Fiscal Year Ending		(in millions)
2016	$	2
2017		2
2018		1
2019		1
2020		—
2021 and thereafter		1,087
Total principal payments		1,093
Less unamortized discount		5
	$	1,088

Note 10—Related Party Transactions:

Leidos, Inc. has fully and unconditionally guaranteed the obligations of Leidos under its $450 million 4.45% notes and $300 million 5.95% notes. These notes have been reflected as debt of Leidos, Inc. in these consolidated financial statements. Leidos, Inc. has fully and unconditionally guaranteed any borrowings under Leidos' amended and restated revolving credit facility. The original maturity date of the credit facility was March 2017. In January 2016, the Company amended the credit facility to extend the maturity date by one year to March 2018. Leidos has fully and unconditionally guaranteed the obligations of Leidos, Inc. under its $300 million 5.50% notes and $250 million 7.13% notes.

Leidos and Leidos, Inc. have a related party note in connection with a loan of cash between the entities, which is adjusted to reflect issuances of stock by Leidos to employees of Leidos, Inc. and its subsidiaries and Leidos, Inc.'s payment of certain obligations on behalf of Leidos. The related party note bears interest based on LIBOR plus a market-based premium. Portions of the related party note may be repaid at any time. The note automatically extends for successive one-year periods unless either Leidos or Leidos, Inc. provides prior notice to the other party. As of January 1, 2016, and January 30, 2015, the note receivable from Leidos Holdings, Inc. to Leidos, Inc. was $1.6 billion and $1.4 billion, respectively. The note receivable also includes the distribution of the assets and liabilities of New SAIC of $736 million that occurred at the time of the separation in September 2013.

Note 11—Accumulated Other Comprehensive Loss:

The components of accumulated other comprehensive loss were as follows:

	January 1, 2016	January 30, 2015
	(in millions)	
Foreign currency translation adjustments, net of taxes of $0 million as of January 1, 2016 and January 30, 2015, respectively	**$ —**	$ 1
Unrecognized net loss on settled derivative instruments associated with outstanding debt, net of taxes of $3 million as of January 1, 2016 and January 30, 2015, respectively	**(4)**	(5)
Unrecognized net loss on defined benefit plan, net of taxes of $3 million and $5 million as of January 1, 2016 and January 30, 2015, respectively	**(4)**	(7)
Total accumulated other comprehensive loss, net of taxes of $6 million and $8 million as of January 1, 2016 and January 30, 2015, respectively	**$ (8)**	$ (11)

Reclassifications from other comprehensive income to net income relating to unrecognized net gain (loss) on settled derivative instruments associated with outstanding debt were not material for the 11-month period ended January 1, 2016, and for the year ended January 30, 2015. There were no reclassifications from other comprehensive income to net income relating to foreign currency translation adjustments or unrecognized net gain (loss) on defined benefit plan for the 11-month period ended January 1, 2016, and for the year ended January 30, 2015. Reclassifications for unrecognized gain (loss) on settled derivative instruments associated with outstanding debt are recorded in "Other income (expense), net".

Note 12—Earnings (Loss) Per Share (EPS):

The Company is required to allocate a portion of its earnings to its unvested stock awards containing nonforfeitable rights to dividends or dividend equivalents (participating securities) in calculating EPS using the two-class method.

Unvested stock awards granted prior to fiscal 2013 are participating securities requiring application of the two-class method. In fiscal 2013, the Company began issuing unvested stock awards that have forfeitable rights to dividends or dividend equivalents. These stock awards are not participating securities requiring application of the two-class method but are dilutive common share equivalents subject to the treasury stock method. Undistributed earnings allocated to participating securities are subtracted from income (loss) in determining the income (loss) for computing basic and diluted EPS. For fiscal 2014, the earnings allocable to participating securities that were subtracted from income (loss) for computing basic and diluted EPS were $3 million. For the 11-month period ended January 1, 2016, and fiscal 2015, earnings allocable to participating securities were not material.

Basic EPS is computed by dividing income (loss) less earnings allocable to participating securities by the basic weighted average number of shares outstanding. Diluted EPS is computed similar to basic EPS, except the weighted average number of shares outstanding is increased to include the dilutive effect of outstanding stock options and other stock-based awards.

The following table provides a reconciliation of the weighted average number of shares outstanding used to compute basic and diluted EPS for the years presented. The presentation gives effect to the one-for-four reverse stock split which occurred after market close on September 27, 2013.

	11 Months Ended		12 Months Ended	
	January 1, 2016	January 2, 2015	January 30, 2015	January 31, 2014
		(unaudited)		
		(in millions)		
Basic weighted average number of shares outstanding	**73**	74	74	83
Dilutive common share equivalents—stock options and other stock awards	**1**	—	—	—
Diluted weighted average number of shares outstanding	**74**	74	74	83

Basic and diluted EPS for the years presented was as follows:

	11 Months Ended		12 Months Ended	
	January 1, 2016	January 2, 2015 (unaudited)	January 30, 2015	January 31, 2014
Basic:				
Income (loss) from continuing operations	**$ 3.33**	$ (4.36)	$ (4.46)	$ 0.98
(Loss) income from discontinued operations	**(0.01)**	(0.15)	0.10	0.96
	$ 3.32	$ (4.51)	$ (4.36)	$ 1.94
Diluted:				
Income (loss) from continuing operations	**$ 3.28**	$ (4.36)	$ (4.46)	$ 0.98
(Loss) income from discontinued operations	**(0.01)**	(0.15)	0.10	0.96
	$ 3.27	$ (4.51)	$ (4.36)	$ 1.94

For the 11-month period ended January 2, 2015, and the year ended January 30, 2015, all outstanding common stock equivalents were excluded in the computation of diluted income (loss) per share because their effect would have been anti-dilutive due to the net loss for the period.

For the year ended January 31, 2014, the declared dividends exceeded current year earnings. Therefore, the Company was in a loss position for computing diluted income (loss) per share and all outstanding common stock equivalents were excluded in the computation because their effect would have been anti-dilutive.

The following anti-dilutive stock-based awards were excluded from the weighted average number of shares outstanding used to compute basic and diluted EPS for the years presented:

	11 Months Ended		12 Months Ended	
	January 1, 2016	January 2, 2015 (unaudited)	January 30, 2015	January 31, 2014
		(in millions)		
Stock options excluded	**1**	4	4	5
Vesting stock awards excluded	**—**	3	3	3

In the 11-month period ended January 1, 2016, the Company entered into an Accelerated Share Repurchase ("ASR") agreement with a financial institution to repurchase shares of its outstanding common stock for an aggregate purchase price of $100 million. During the second quarter of the 11-month period ended January 1, 2016, the Company paid $100 million to the financial institution and received a total delivery of 2.4 million shares of its outstanding shares of common stock. The purchase was allocated between additional paid in capital and retained earnings. All shares delivered were immediately retired. The total amount of shares delivered by the financial institution was adjusted by the volume weighted average price of the Company's stock over the valuation period specified in the ASR.

In fiscal 2015, the Company entered into an Accelerated Share Repurchase agreement with a financial institution to repurchase shares of its outstanding common stock for an aggregate purchase price of $200 million. The Company paid $200 million to the financial institution and received an initial delivery of 4.5 million shares of its outstanding shares of common stock for an aggregate value of approximately $168 million. The final delivery consisted of approximately 0.8 million shares for a total value of approximately $32 million under the program and was completed in fiscal 2015. The purchase was allocated between additional paid in capital and retained earnings. All shares delivered were immediately retired. The total amount of shares delivered by the financial institution was adjusted by the volume weighted average price of the Company's stock over the valuation period specified in the ASR.

In fiscal 2014, the Company entered into an Accelerated Share Repurchase agreement with a financial institution to repurchase shares of its outstanding common stock for an aggregate purchase price of $300 million. During the fourth quarter of fiscal 2014, the Company paid $300 million to the financial institution and received an initial delivery of 5.6 million shares of its outstanding shares of common stock for an aggregate value of $255 million. The remaining $45 million was recorded as a forward contract at January 31, 2014, indexed to the Company's common stock in additional paid in capital. The final delivery of approximately 1.0 million shares for a total value of $45 million under the program was completed during the first quarter of fiscal 2015. The purchase was allocated between additional paid in capital and retained earnings. All shares delivered were immediately retired. The total amount of shares delivered by the financial institution was adjusted by the volume weighted average price of the Company's stock over the valuation period specified in the ASR.

The delivery of 2.4 million, 6.3 million and 5.6 million shares of Leidos common stock related to ASR purchases for the 11-month period ended January 1, 2016, and the years ended January 30, 2015, and January 31, 2014, respectively, reduced the Company's outstanding shares used to determine the weighted average shares outstanding for purposes of calculating basic and diluted EPS for the periods presented.

Note 13—Stock-Based Compensation:

Plan Summaries. At January 1, 2016, the Company had stock-based compensation awards outstanding under the following plans: the 2006 Equity Incentive Plan, the Management Stock Compensation Plan, the Stock Compensation Plan and the 2006 Employee Stock Purchase Plan ("ESPP"). Leidos issues new shares upon the issuance of stock awards, vesting of stock units or exercise of stock options under these plans.

The 2006 Equity Incentive Plan provides the Company’s and its affiliates' employees, directors and consultants the opportunity to receive various types of stock-based compensation and cash awards. As of January 1, 2016, the Company has issued stock options, vested stock awards, restricted stock awards including restricted stock units ("vesting stock"), performance-based awards and cash awards under this plan. The 2006 Equity Incentive Plan provides that in the event of the Company's merger with or into another corporation, a sale of substantially all of its assets or the transfer of more than 50% of Leidos' outstanding shares by tender offer or similar transaction, the successor entity may assume or substitute all outstanding awards. If the successor entity does not assume or substitute all outstanding awards, the vesting of all awards will accelerate and any repurchase rights on awards will terminate. If a successor entity assumes or substitutes all awards and a participant is involuntarily terminated by the successor entity for any reason other than death, disability or cause within 18 months following the change of control, all outstanding awards of the terminated participant will immediately vest and be exercisable for a period of six months following termination. In the event of a change of control, the vesting of all awards held by non-employee directors of the Company will accelerate. Stock awards granted under the plan prior to fiscal 2015 generally vest or become exercisable 20% a year for the first three years and 40% in the fourth year. In fiscal 2015, the Company began granting awards that generally vest or become exercisable 25% a year over four years. As of January 1, 2016, 4.7 million shares of Leidos' stock were reserved for future issuance under the 2006 Equity Incentive Plan.

The Company has a Management Stock Compensation Plan and a Stock Compensation Plan, together referred to as the Stock Compensation Plans. The Board of Directors may at any time amend or terminate the Stock Compensation Plans. The Stock Compensation Plans provide for awards in share units to eligible employees. Benefits from these plans are payable in shares of Leidos' stock that are held in a trust for the purpose of funding benefit payments to the plans' participants. The fair value of the awards granted under the Stock Compensation Plans, which are vesting share unit awards, is based on the fair value of the award on the date of grant. Compensation expense is measured at grant date and generally recognized over the vesting period of four years. Awards granted vest 100% after four years following the date of the award. Upon a change in control of the Company (as defined by the Stock Compensation Plans), participant accounts will become fully vested and shares of Leidos stock held in the accounts will be immediately distributed. The Stock Compensation Plans do not provide for a maximum number of shares available for future issuance.

The Company has an ESPP which allows eligible employees to purchase shares of Leidos' stock at a discount of up to 15% of the fair market value on the date of purchase. During the 11-month period ended January 1, 2016, fiscal 2015, and fiscal 2014, the discount was 5% of the fair market value on the date of purchase, thereby resulting in the ESPP being non-compensatory. As of January 1, 2016, 13.8 million shares of Leidos' stock were authorized and reserved for future issuance under the ESPP.

Stock-Based Compensation and Related Tax Benefits Recognized. Stock-based compensation and related tax benefits recognized under all plans were as follows:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
		(in millions)	
Stock-based compensation expense:			
Stock options	**$ 3**	$ 5	$ 10
Vesting stock awards	**27**	35	46
Vested stock awards	**—**	2	—
Total stock-based compensation expense recorded in continuing operations	**$ 30**	$ 42	$ 56
Total stock-based compensation expense recorded in discontinued operations	**$ —**	$ —	$ 21
Tax benefits recognized from stock-based compensation	**$ 12**	$ 16	$ 22

New SAIC Spin-off Adjustments. As a result of the separation of New SAIC, effective September 27, 2013, all outstanding equity awards related to New SAIC employees were assumed by New SAIC. Also, in connection with the separation, adjustments were made to the share amounts and exercise prices of all remaining outstanding Leidos stock options, and the share amounts for vesting stock awards and performance-based stock awards as of the Distribution Date such that the adjustments were generally made to preserve the aggregate intrinsic value at the Distribution Date pursuant to the terms of the stock based compensation plans under which they were issued. Taking into account the change in the value of the Company's common stock as a result of the distribution of the New SAIC shares, the conversion ratio applied to all outstanding equity awards at the Distribution Date was 1.4523. In addition, all outstanding equity awards reflected the Company’s one-for-four reverse stock split.

As a result of the spin-off adjustments, a modification was made on September 27, 2013 to Leidos and New SAIC stock options outstanding as of the Distribution Date by which additional stock-based compensation expense was recognized, as the fair value of the outstanding options immediately following the spin-off was greater than the fair value immediately prior to the spin-off. An increase of expense related to the modification of $3 million was recorded for awards that were fully vested on the modification date, and an additional $3 million of incremental fair value will be recorded in future periods for unvested awards that will continue to vest, resulting in a total additional stock compensation cost of $6 million with a weighted average modification fair value of $1.02 related to continuing Leidos stock options outstanding.

The spin-off adjustments are reflected in the tables below as well as the one-for-four stock split discussed in Note 1.

Stock Options. Stock options are granted with exercise prices equal to the fair value of Leidos' common stock on the date of grant and for terms not greater than ten years. Beginning in fiscal 2012, stock options granted under the 2006 Equity Incentive Plan have a term of seven years and a vesting period of four years, except for stock options granted to the Company’s outside directors, which have a vesting period of the earlier of one year from grant date or the next annual meeting of stockholders following grant date. Prior to fiscal 2012, stock options granted under the 2006 Equity Incentive Plan had a term of five years.

The fair value of the Company's stock option awards is estimated on the date of grant using the Black-Scholes-Merton option-pricing model. The fair value of the Company’s stock option awards is generally expensed on a straight-line basis over the vesting period of four years, except for stock options granted to the Company's outside directors, which is recognized over the vesting period of one year or less.

Prior to the Company's separation transaction, the expected term of all stock option awards granted was derived from the Company's historical experience with the exception of stock option awards granted to our outside directors prior to fiscal 2013, which were derived utilizing the "simplified" method presented in SEC Staff Accounting Bulletin Nos. 107 and 110, "Share-Based Payment." Expected volatility was based on an average of the historical volatility of Leidos' stock and the implied volatility from traded options on Leidos stock. The risk-free interest rate was based on the yield curve of a zero-coupon U.S. Treasury bond with a maturity equal to the expected term of the stock option on the date of grant. The Company used historical data to estimate forfeitures.

After the separation transaction, the expected term for all stock option awards granted was derived utilizing the "simplified" method due to the lack of historical experience post separation. Expected volatility was estimated as of each grant date during fiscal 2014 and 2015, based on a weighted average historical volatility of a group of publicly-traded peer companies for a period consistent with the expected option term due to lack of historical volatility post separation. In the 11-month period ended January 1, 2016, the expected volatility was estimated using a blended volatility method for a period consistent with the expected term based more significantly on the weighted average historical volatility of a group of publicly-traded peer companies and the weighted average implied volatility from traded options on Leidos stock for a time period prior to the grant date. The Company will continue to use peer group volatility information, until sufficient historical volatility of the Company's common stock is relevant, to measure expected volatility for future option grants. The risk-free rate is derived in the same manner as prior to the separation transaction. The Company uses historical data to estimate forfeitures.

The weighted average grant-date fair value and assumptions used to determine fair value of stock options granted for the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014 were as follows:

	11 Months Ended	12 Months Ended		
	January 1, 2016	January 30, 2015	January 31, 2014 (Grants After Spin)	January 31, 2014 (Grants Before Spin)
Weighted average grant-date fair value	**$ 6.72**	$ 6.15	$ 9.04	$ 9.48
Expected term (in years)	**4.7**	4.7	4.8	5.0
Expected volatility	**24.5%**	25.1%	29.5%	30.0%
Risk-free interest rate	**1.4%**	1.6%	1.4%	1.4%
Dividend yield	**2.9%**	2.9%	2.4%	2.8%

Stock option activity for each of the periods presented was as follows:

	Shares of stock under stock options	Weighted average exercise price	Weighted average remaining contractual term	Aggregate intrinsic value
	(in millions)		(in years)	(in millions)
Outstanding at January 31, 2013	4.9	$ 67.24	3.0	—
Options granted	1.4	54.86		
Special dividend adjustments	0.4			
Options forfeited or expired	(1.3)	71.80		
Spin-off Adjustment	(1.9)	57.85		
Outstanding at September 27, 2013 (before spin)	**3.5**	**$ 59.25**	**3.9**	**$ 24**
Outstanding at September 28, 2013 (after spin)	4.9 *	$ 40.20 *	3.9	$ 24
Options granted	0.2	45.16		
Options forfeited or expired	(0.4)	39.43		
Options exercised	(0.2)	43.10		1
Outstanding at January 31, 2014	**4.5**	**$ 40.32**	**3.8**	**$ 25**
Options granted	0.7	37.25		
Options forfeited or expired	(1.5)	43.90		
Options exercised	(0.1)	34.89		1
Outstanding at January 30, 2015	**3.6**	**$ 38.50**	**4.0**	**$ 14**
Options granted	0.6	42.64		
Options forfeited or expired	(0.9)	42.03		
Options exercised	(0.9)	38.53		9
Outstanding at January 1, 2016	**2.4**	**$ 38.21**	**4.5**	**$ 43**
Exercisable at January 1, 2016	**0.8**	**$ 38.39**	**3.6**	**$ 15**
Vested and expected to vest in the future as of January 1, 2016	**2.3**	**$ 38.11**	**4.5**	**$ 41**

**Adjusted for Conversion Ratio of 1.4523*

As of January 1, 2016, there was $4 million of unrecognized compensation cost, net of estimated forfeitures, related to stock options, which is expected to be recognized over a weighted-average period of 2.4 years. The tax benefits realized from exercises of stock options for the 11-month period ended January 1, 2016, were $1 million; and immaterial for fiscal 2015, and fiscal 2014, respectively. The fair value of stock surrendered in payment of the exercise price for stock options exercised during the 11-month period ended January 1, 2016, and the year ended January 31, 2014, was $3 million and $1 million, respectively. The fair value of stock surrendered in payment of the exercise price for stock options exercised during the year ended January 30, 2015, was immaterial.

Vesting Stock Awards. Compensation expense is measured at the grant date fair value and generally recognized over the vesting period of four years based upon required service conditions and in some cases performance conditions.

Vesting stock award activity for each of the periods presented was as follows:

	Shares of stock under stock awards		Weighted average grant-date fair value
	(in millions)		
Unvested at January 31, 2013	3.1	$	60.78
Awards granted	2.1		53.51
Awards forfeited	(0.4)		58.28
Awards vested	(0.9)		64.76
Spin-off Adjustment	(1.5)		57.04
Unvested at September 27, 2013 (before spin)	**2.4**	**$**	**59.98**
Unvested stock awards at September 28, 2013 (after spin)	3.5 *	$	41.54 *
Awards granted	0.4		45.41
Awards forfeited	(0.2)		39.75
Unvested stock awards at January 31, 2014	**3.7**	**$**	**39.58**
Awards granted	0.8		37.06
Awards forfeited	(0.5)		39.05
Awards vested	(1.0)		41.08
Unvested stock awards at January 30, 2015	**3.0**	**$**	**38.51**
Awards granted	0.5		42.95
Awards forfeited	(0.4)		40.10
Awards vested	(0.8)		40.05
Unvested stock awards at January 1, 2016	**2.3**	**$**	**38.97**

** Adjusted for Conversion Ratio of 1.4523*

As of January 1, 2016, there was $31 million of unrecognized compensation cost, net of estimated forfeitures, related to vesting stock awards, which is expected to be recognized over a weighted average period of 2.0 years. The fair value of vesting stock awards that vested in the 11-month period ended January 1, 2016, fiscal 2015, and fiscal 2014 was $29 million, $34 million and $49 million, respectively.

Performance-Based Stock Awards. The Company grants performance-based stock awards to certain officers and key employees of the Company under the 2006 Equity Incentive Plan. The Company's performance-based stock awards vest and the stock is issued at the end of a three-year period based upon the achievement of specific performance criteria, with the number of shares ultimately awarded, if any, ranging up to 150% of the specified target awards. If performance is below the threshold level of performance, no shares will be issued.

For the fiscal 2015 awards granted, one-third of the target number of shares of stock granted under the awards will be allocated to each fiscal year over the three-year performance period and the actual number of shares to be issued with respect to each fiscal year will be based upon the achievement of that fiscal year's performance criteria. For the 11-month period ended January 1, 2016, awards granted, the target number of shares of stock granted under the awards will vest and the stock will be issued at the end of a three-year period based on a three-year cycle performance period and the actual number of shares to be issued will be based upon the achievement of the three-year cycle's performance criteria. Also, during the 11-month period ended January 1, 2016, the Company granted performance-based awards with market conditions. These market conditions grants represent the target number of shares and the actual number of shares to be awarded upon vesting may be higher or lower depending upon the achievement of the relevant market conditions. The target number of shares granted under the market conditions grants will vest and the stock will be issued at the end of a three-year period based on the attainment of certain total shareholder return performance measures and the employee's continued service through the vest date.

Performance-based stock award activity for each of the periods presented was as follows:

	Expected number of shares of stock to be issued under performance-based stock awards		Weighted average grant-date fair value	
	(in millions)			
Unvested at January 31, 2013	0.3	$	52.96	
Awards canceled	(0.2)		53.11	
Unvested at January 31, 2014	**0.1** *	**$**	**36.65**	*
Awards granted	0.1		37.64	
Awards vested	(0.1)		36.69	
Unvested at January 30, 2015	**0.1**	**$**	**37.70**	
Awards granted	0.2		44.30	
Awards forfeited	(0.1)		43.49	
Unvested at January 1, 2016	**0.2**	**$**	**43.35**	

**Adjusted for Conversion Ratio of 1.4523*

The weighted average grant date fair value for performance-based stock, excluding those with a market condition, during the 11-month period ended January 1, 2016, and fiscal 2015 was $43.78 and $36.88, respectively. There were no grants for performance-based stock awards during fiscal 2014. The weighted average grant date fair value for performance-based stock with market conditions that were first granted during the 11-month period ended January 1, 2016, was $45.00 and was calculated using the Monte Carlo simulation. The Monte Carlo simulation used various assumptions including expected volatility of 27.67%, a risk free rate of return of 0.82% and a weighted average grant date stock price of $42.61.

As of January 1, 2016, there was $6 million of unrecognized compensation cost, net of estimated forfeitures, related to performance-based stock awards granted under the 2006 Equity Incentive Plan, which is expected to be recognized over a weighted average period of 1.8 years. There were no performance-based stock awards that vested in the 11-month period ended January 1, 2016. The fair value of performance-based stock awards that vested in fiscal 2015 and fiscal 2014 was $2 million for each period.

Note 14—Income Taxes:

Substantially all of the Company’s income from continuing operations before income taxes for the 11-month period ended January 1, 2016, and years ended January 30, 2015, and January 31, 2014, was earned in the United States. The provision for income taxes related to continuing operations for the 11-month period ended January 1, 2016, and years ended January 30, 2015, and January 31, 2014, included the following:

	11 Months Ended		12 Months Ended			
	January 1, 2016		January 30, 2015		January 31, 2014	
			(in millions)			
Current:						
Federal and foreign	**$**	**71**	$	16	$	32
State		**14**		(6)		13
Deferred:						
Federal and foreign		**20**		26		(28)
State		**7**		11		(13)
Total	**$**	**112**	$	47	$	4

A reconciliation of the provision for income taxes to the amount computed by applying the statutory federal income tax rate to income from continuing operations before income taxes for the 11-month period ended January 1, 2016, and years ended January 30, 2015, and January 31, 2014, follows:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
		(dollars in millions)	
Amount computed at the statutory federal income tax rate (35%)	**$ 124**	$ (99)	$ 31
State income taxes, net of federal tax benefit	**14**	3	—
Taxable conversion of subsidiary	**—**	(116)	—
Change in valuation allowance for deferred tax assets	**(21)**	105	—
Change in accruals for uncertain tax positions	**(4)**	2	(5)
Research and development credits	**(4)**	(4)	(3)
Dividends paid to employee stock ownership plan	**(3)**	(4)	(22)
U.S. manufacturing activity benefit	**—**	—	(3)
Non-deductible penalties	**—**	—	4
Non-deductible goodwill	**—**	156	—
Other	**6**	4	2
Total	**$ 112**	$ 47	$ 4
Effective income tax rate	**31.5%**	(16.6)%	4.5%

The Company's effective tax rate for the 11-month period ended January 1, 2016, was favorably impacted by the release of the valuation allowance related to the utilization of a capital loss carryforward for capital gains recognized during the current year and the favorable resolution of certain tax contingencies with the tax authorities. In addition, the Company's effective tax rate was favorably impacted by the research tax credit as well as the tax deduction for dividends on shares held by the Leidos Retirement Plan (an employee stock ownership plan).

The Company's effective tax rate in fiscal 2015 was negatively impacted by the goodwill impairment charge of $486 million, recorded in the quarter ended August 1, 2014, which was mostly not deductible. The effective tax rate was also impacted favorably by the tax benefit of a capital loss resulting from the conversion of one of our domestic subsidiaries to a Limited Liability Company ("LLC").

The Company’s effective income tax rate for fiscal 2014 was favorably impacted by lower earnings in fiscal 2014, the tax deductibility of the special dividend on shares held by the Leidos Retirement Plan and the resolution of certain tax contingencies with the tax authorities resulting in the recognition of an income tax benefit of approximately $7 million.

In fiscal 2015, discontinued operations reflect a tax benefit of $18 million due to the conversion of one of the Company's domestic subsidiaries held in discontinued operations. This conversion resulted in a deemed liquidation for U.S. tax purposes and triggered tax deductions and an income tax benefit.

In fiscal 2014, the Company benefited from the dividends paid to New SAIC's employees participating in the plan up to the date of the spin-off and the special dividend of $7 million and $11 million, respectively.

Deferred income taxes are recorded for differences in the basis of assets and liabilities for financial reporting purposes and tax reporting purposes. Deferred tax (liabilities) assets were comprised of the following:

	January 1, 2016	January 30, 2015
	(in millions)	
Accrued vacation and bonuses	**$ 45**	$ 44
Investments	**3**	3
Deferred compensation	**39**	39
Vesting stock awards	**21**	28
Credits and net operating losses carryovers	**15**	9
Employee benefit contributions	**—**	4
Capital loss carryover	**91**	113
Reserves	**31**	41
Deferred rent and tenant allowances	**14**	15
Other	**13**	15
Total deferred tax assets	**272**	311
Valuation allowance	**(102)**	(120)
Deferred tax assets, net of valuation allowance	**170**	191
Deferred revenue	**(36)**	(47)
Fixed asset basis differences	**(1)**	—
Purchased intangible assets	**(138)**	(121)
Partnership interest	**(11)**	(10)
Employee benefit contributions	**(1)**	—
Other	**(9)**	(8)
Total deferred tax liabilities	**(196)**	(186)
Net deferred tax (liabilities) assets	**$ (26)**	$ 5

Net deferred tax (liabilities) assets were as follows:

	January 1, 2016	January 30, 2015
	(in millions)	
Net current deferred tax assets	**$ —**	$ 12
Net non-current deferred tax assets	**8**	14
Net non-current deferred tax liabilities	**(34)**	(21)
Total net deferred tax (liabilities) assets	**$ (26)**	$ 5

Pursuant to ASU 2015-17, current deferred taxes have been classified as non-current deferred taxes. See Note 1—Summary of Significant Accounting Policies.

At January 1, 2016, the Company had no federal net operating loss ("NOL") carryforwards and $9 million of state net operating losses, which will begin to expire in calendar year 2016. The Company also has $12 million of state tax credits, which will begin to expire in calendar year 2018. The Company expects to utilize $7 million and $2 million of these state tax credits and state net operating losses, respectively.

As of January 1, 2016, the Company had a capital loss carryforward of $232 million, which will expire in 2020. The Company does not believe it will be able to generate capital gains to realize the benefit from the capital loss carryforward. As a result, a full valuation allowance has been provided as of January 1, 2016.

The Company’s unrecognized tax benefits are primarily related to certain recurring deductions customary for the Company’s industry. The changes in the unrecognized tax benefits, excluding accrued interest and penalties, were as follows:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
		(in millions)	
Unrecognized tax benefits at beginning of year	**$ 17**	$ 14	$ 21
Additions for tax positions related to current year	**5**	2	—
Additions for tax positions related to prior years	**4**	11	2
Reductions for tax positions related to prior years	**(15)**	(5)	—
Settlements with taxing authorities	**—**	(1)	—
Lapse of statute of limitations	**—**	(4)	(9)
Unrecognized tax benefits at end of year	**$ 11**	$ 17	$ 14
Unrecognized tax benefits that, if recognized, would affect the effective income tax rate	**$ 7**	$ 5	$ 6

In the 11-month period ended January 1, 2016, the Company's unrecognized tax benefits decreased primarily due to the resolution of the uncertain portion of the deferral of certain revenues, the resolution of the research and development tax credit and certain state claims with the tax authorities, which were offset by an increase due to the uncertain characterization of certain gains. In fiscal 2015, the Company's unrecognized tax benefits increased primarily due to the uncertain portion of the deferral of certain revenues, certain affirmative state claims and the research and development tax credit offset by a decrease due to the expiration of federal and several states statutes of limitations and the termination of certain state credits. In fiscal 2014, the Company's unrecognized tax benefits decreased primarily due to the expiration of the fiscal 2009 statute of limitations.

At January 1, 2016, January 30, 2015, and January 31, 2014, accrued interest and penalties totaled $1 million, $2 million and $2 million, respectively. A negligible amount of interest and penalties were recognized in the Company's consolidated statements of income in the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014.

At January 1, 2016, the balance of unrecognized tax benefits included liabilities for uncertain tax positions of $12 million, $5 million of which were classified as other long-term liabilities on the Company's consolidated balance sheets. At January 30, 2015, the balance of unrecognized tax benefits included liabilities for uncertain tax positions of $19 million, $6 million of which were classified as other long-term liabilities on the Company's consolidated balance sheets. The balance of unrecognized tax benefits at January 31, 2014, included liabilities for uncertain tax positions of $16 million, $12 million of which were classified as other long-term liabilities on the Company's consolidated balance sheets.

The Company files income tax returns in the United States and various state and foreign jurisdictions and is subject to routine compliance reviews by the IRS and other taxing authorities. The Company has effectively settled with the IRS for all fiscal years prior to the 11-month period ended January 1, 2016, except for a certain item related to fiscal 2015 that is under administrative review. With a few exceptions, as of January 1, 2016, the Company is no longer subject to state, local, or foreign examinations by the tax authorities for years before fiscal 2013.

During the next 12 months, it is reasonably possible that resolution of reviews by taxing authorities, both domestic and international, could be reached with respect to $7 million of the Company’s unrecognized tax benefits, depending on the timing of ongoing examinations, any litigation and expiration of statute of limitations, either because the Company’s tax positions are sustained or because the Company agrees to their disallowance and pays the related income tax. While the Company believes it has adequate accruals for uncertain tax positions, the tax authorities may determine that the Company owes taxes in excess of recorded accruals or the recorded accruals may be in excess of the final settlement amounts agreed to by tax authorities.

Note 15—Retirement Plans:

Defined Contribution Plans

The Company sponsors several defined contribution plans, including the Leidos, Inc. Retirement Plan ("the Retirement Plan") which is both a 401(k) plan and an employee stock ownership plan, in which most employees are eligible to participate. These plans allow eligible participants to contribute a portion of their income through payroll deductions and the Company may also make discretionary contributions. Company contributions expensed were $56 million, $62 million and $81 million for the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014, respectively. At the end of fiscal 2014, the Company elected to decrease its discretionary employer match contribution percentage and provide for an additional annual Company contribution to be given to all eligible employees, regardless of whether the employee participates in the 401(k) plan, payable at the end of the calendar year to eligible employees employed on the last day of the calendar year with certain exceptions.

Deferred Compensation Plans

The Company maintains two deferred compensation plans, the Keystaff Deferral Plan ("KDP") and the Key Executive Stock Deferral Plan ("KESDP"), for the benefit of certain management or highly compensated employees or members of the Board of Directors. The deferred compensation plans allow eligible participants to elect to defer all or a portion of certain bonuses, including equity awards. Directors may also elect to defer their director fees and retainers. The Company makes no contributions to the KDP but maintains participant accounts for deferred amounts and interest earned. Interest is accrued based on the Moody’s Seasoned Corporate Bond Rate. The Company maintains a rabbi trust for the purpose of funding benefit payments to the KDP participants. Subsequent to year-end, participants may allocate deferred amounts into a variety of designated investment options, with interest being accrued based on the elected investment option performance. Under the KESDP, eligible participants may also elect to defer in share units all or a portion of certain stock awards granted under the 2006 Equity Incentive Plan (see Note 13). The Company makes no contributions to the accounts of KESDP participants. Benefits from the KESDP are payable in shares of Leidos' common stock that may be held in a trust for the purpose of funding benefit payments to KESDP participants. Deferred balances in the KDP and KESDP plans are generally be paid upon retirement or termination.

The Company sponsors a 401(k) Excess Deferral Plan ("Excess Plan") for the benefit of certain management or highly compensated employees that allows participants to elect to defer up to 20% of their eligible salary once the participant has met the IRS contribution limit imposed on the Leidos, Inc. Retirement Plan. The Company makes matching contributions to participants who have received a reduced Company contribution in the Leidos, Inc. Retirement Plan due to the participant’s deferral of salary into the Excess Plan which are included in the contributions expensed amount for defined contributions plans in the above paragraph.

Defined Benefit Plans

The Company sponsors a defined benefit pension plan in the United Kingdom for plan participants that primarily performed services on an expired customer contract. While benefits are no longer accruing under the plan, the Company has continuing defined benefit pension obligations with respect to certain plan participants. In fiscal 2012, the Company sold certain components of its business, including the component of its business that contained this pension and employed the pension plan participants. Pursuant to the definitive sale agreement, the Company retained the assets and obligations of this defined benefit pension plan. As a result of retaining the pension obligation, the remaining immaterial components of ongoing pension expense, primarily interest costs and assumed return on plan assets subsequent to the sale, are recorded in continuing operations.

The projected benefit obligation as of January 1, 2016, and January 30, 2015, was $106 million and $121 million, respectively. The change of $15 million in the projected benefit obligation balance was primarily due to a gain of $13 million that resulted from changes in the financial assumptions which were used to determine the liability balance, mainly attributable to a higher discount rate. The fair value of plan assets as of January 1, 2016, and January 30, 2015, was $108 million and $113 million, respectively. The plan funding status was overfunded by $2 million and underfunded by $8 million as of January 1, 2016, and January 30, 2015, respectively.

The plan’s assets consist of investments in pooled funds that contain investments with values based on quoted market prices, but for which the pools are not valued on a daily quoted market basis (Level 2 inputs).

Other

The Company also sponsors a defined benefit pension plan for employees working on one U.S. Government contract. As part of the contractual agreement, the customer reimburses the Company for contributions made to the plan that are allowable under government contract cost accounting requirements. If the Company were to cease being the contractor as a result of a recompetition process, this defined benefit pension plan and related plan assets and liabilities would transfer to the new contractor. If the contract expires or is terminated with no transfer of the plan to a successor contractor, any amount by which plan liabilities exceed plan assets, as of that date, will be reimbursed by the U.S. Government customer. Since the Company is not responsible for the current or future funded status of this plan, no assets or liabilities arising from its funded status are recorded in the Company's consolidated financial statements and no amounts associated with this plan are included in the defined benefit plan disclosures above. In fiscal 2015, the majority of the participants were transferred from the defined benefit pension plan into a new defined contribution plan for which there is a matching Company contribution. These participants can no longer make contributions into the defined benefit pension plan or earn future pension benefits. The remaining participants will continue in the defined benefit pension plan and will continue to earn future pension benefits; however, any Company matching contributions previously made into the plan have been discontinued.

Note 16—Leases:

The Company occupies most of its facilities under operating leases. Most of the leases require the Company to pay maintenance and operating expenses such as taxes, insurance and utilities and also contain renewal options to extend the lease and provisions for periodic rate escalations to reflect inflationary increases. Certain equipment is leased under short-term or cancelable operating leases. Rental expense for facilities and equipment related to continuing operations for the 11-month period ended January 1, 2016, fiscal 2015, and fiscal 2014 were as follows:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
	(in millions)		
Gross rental expense	$ 83	$ 107	$ 181
Less sublease income	(8)	(9)	(6)
Net rental expense	$ 75	$ 98	$ 175

The Company has continued its real estate optimization initiatives post spin-off to reduce future rental expense and exited additional facilities from those exited in connection with the spin-off activities and incurred lease termination costs. Rental expense in the table above for fiscal 2014 includes lease termination costs that were attributed to the spin-off transaction, whereby the Company took significant actions in order to align its cost structure post-separation to reduce its real estate footprint by vacating facilities that are not necessary for its future requirements.

Future minimum lease commitments and sublease receipts, under non-cancelable operating leases in effect at January 1, 2016, are as follows:

Fiscal Year Ending	Operating lease commitment	Sublease receipts
	(in millions)	
2016	$ 84	$ 4
2017	69	2
2018	58	2
2019	45	1
2020	31	1
2021 and thereafter	62	2
Total	$ 349	$ 12

As of January 1, 2016, the Company had capital lease obligations of $6 million that are payable over the next four years (see Note 9).

Sale and Leaseback Agreement

On May 3, 2013, the Company entered into a purchase and sale agreement relating to the sale of approximately 18 acres of land in Fairfax County, Virginia, including four office buildings, a multi-level parking garage, surface parking lots, and other related improvements and structures, as well as tangible personal property and third-party leases. This sale agreement contemplated that sales would be completed in a series of transactions over a period of several years.

On July 26, 2013 ("2013 Sale"), the Company closed the first phase of the purchase and sale agreement and received proceeds of $83 million, net of selling costs. The Company leased back from the buyer three of the office buildings over varying lease terms. The sale of two of the office buildings was accounted for as a sale-leaseback transaction with proceeds from the sale of $40 million, a corresponding book value of $42 million resulting in a $2 million loss recorded in selling, general and administrative expenses. These leases were accounted for as operating leases over a six months term that ended on January 31, 2014. The sale of the third office building was accounted for as a financing transaction. The allocated consideration received of $38 million was recorded as a note payable to be paid over seven years with interest at the lessee’s incremental borrowing rate, estimated at 3.7%. The right of use for the multi-level parking garage and surface parking lots were allocated proceeds of $1 million and $4 million, respectively, and were accounted for as other long-term liabilities.

On August 31, 2015, the Company entered into an amendment to the original purchase and sale agreement and subsequently, in December 2015, closed the sale of the remaining building, parcels of land that surround the building and the multi-level surface parking garage for a net purchase consideration of approximately $95 million. The closing consideration consisted of a cash payment of approximately $75 million and a promissory note (the "Note") of approximately $20 million, net of discount of $5 million. The proceeds of $95 million resulted in a gain of $82 million due to 1) the write-off of the financing note payable of $35 million and other long-term liabilities of $5 million from the 2013 Sale; 2) offset by the write-off of $40 million in aggregate net book value of property disposed, which includes amounts related to the disposal of the third office building sold during the 2013 Sale; and 3) payments for a lease termination fee of $8 million to terminate the financing leaseback agreement and transaction and selling costs of $5 million. The gain was recorded in "Other income (expense), net" in the Company's consolidated statements of income.

The Note matures on December 17, 2019 ("Maturity Date"), and accrues interest at 30-day LIBOR subject to a floor of 0.25% per annum, plus 0.50% over a four-year period. Interest will accrue daily and is not compounded to the outstanding principal balance. The total accumulated interest and principal will be paid in a lump sum on the Maturity Date. If prepayments are made towards the outstanding principal and interest balance prior to the maturity date, the Company will credit 60% of the accrued interest against the outstanding balance; additionally, if all of the outstanding principal and interest balance is prepaid on or before December 17, 2018, the Company will credit 80% of the accrued interest due under the Note.

Note 17—Supplementary Cash Flow Information:

Supplementary cash flow information, including non-cash investing and financing activities, for the 11-month periods ended January 1, 2016, and January 2, 2015, and fiscal 2015 and fiscal 2014 was as follows:

	11 Months Ended		12 Months Ended	
	January 1, 2016	January 2, 2015	January 30, 2015	January 31, 2014
		(unaudited)		
	(in millions)			
Vested stock issued as settlement of annual bonus accruals	**$ 1**	$ 1	$ 1	$ 2
Stock issued in lieu of cash dividends	**$ 2**	$ 2	$ 3	$ 18
Accrued dividends declared	**$ 2**	$ 25	$ —	$ —
Capital lease obligations	**$ 6**	$ —	$ —	$ 1
Promissory note, net received for disposition of business	**$ 72**	$ —	$ —	$ —
Promissory note, net received from a real estate sale	**$ 20**	$ —	$ —	$ —
Fair value of assets acquired in acquisitions	**$ —**	$ —	$ —	$ 259
Cash paid in acquisitions	**$ —**	$ —	$ —	$ (3)
Forgiveness of accounts receivable to acquire equity interest in business combination	**$ —**	$ —	$ —	$ (105)
Accrued liability for acquisition of business	**$ —**	$ —	$ —	$ (3)
Liabilities assumed in acquisitions	**$ —**	$ —	$ —	$ 148
Cash paid for interest (including discontinued operations)	**$ 50**	$ 74	$ 74	$ 82
Cash paid for income taxes, net of refunds (including discontinued operations)	**$ 31**	$ 22	$ 55	$ 63

Note 18—Business Segment Information:

The Company defines its reportable segments based on the way the chief operating decision maker ("CODM"), currently its chief executive officer, manages the operations of the Company for purposes of allocating resources and assessing performance. The Company has the following reportable segments: National Security Solutions, Health and Engineering, and Corporate and Other.

National Security Solutions is focused on rapidly deploying agile, cost-effective solutions to meet the ever-changing missions of the Company's customers in areas of intelligence surveillance and reconnaissance, integrated systems and cybersecurity and global services. National Security Solutions provides a diverse portfolio of national security solutions and systems for air, land, sea, space and cyberspace for the U.S. Intelligence Community, the DoD, military services, the DHS, government agencies of U.S. allies abroad, and other federal, civilian, and commercial customers in the national security industry. The Company's solutions deliver innovative technology, large-scale intelligence systems, command and control, data analytics, logistics, cybersecurity solutions, as well as intelligence analysis and operations support to critical missions around the world.

Health and Engineering businesses capitalize on the Company's knowledge and experience in technology and innovation. Major customers of Health and Engineering primarily include the U.S. federal government, state and local governmental agencies, foreign governments, healthcare providers, and commercial enterprises in various industries. The Health business provides services and solutions to commercial hospitals, the DOD and other U.S. Government agencies focused on information technology and behavioral health and life sciences offerings. The healthcare business is focused on the overall availability and quality of electronic health data, clinical care optimization, and life sciences research and development that ultimately improves the quality of care while lowering cost for the Company's customers. The Engineering business leverages technology and skills in process engineering, engineering design and systems integration to create innovative and cost effective solutions for its customers. These include products and solutions in energy generation, efficiency and management, environmental services, securing critical infrastructure, and designing and building construction projects.

Corporate and Other includes the operations of the Company's internal real estate management subsidiary, various corporate activities, certain corporate expense items that are not reimbursed by the Company's U.S. Government customers and certain other revenue and expense items excluded from the CODM's evaluation of a reportable segment's performance.

The following tables summarize business segment information for the 11-month period ended January 1, 2016, fiscal 2015 and fiscal 2014:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
		(in millions)	
Revenues:			
National Security Solutions	**$ 3,210**	$ 3,594	$ 4,049
Health and Engineering	**1,496**	1,485	1,718
Corporate and Other	**6**	(16)	(9)
Intersegment elimination	**—**	—	(3)
Total revenues	**$ 4,712**	$ 5,063	$ 5,755
Operating income (loss):			
National Security Solutions	**$ 263**	$ 286	$ 292
Health and Engineering	**76**	(472)	20
Corporate and Other	**(19)**	(28)	(149)
Total operating income (loss)	**$ 320**	$ (214)	$ 163
Amortization of intangible assets:			
National Security Solutions	**$ —**	$ —	$ 3
Health and Engineering	**8**	15	32
Total amortization of intangible assets	**$ 8**	$ 15	$ 35

Asset information by segment is not a key measure of performance used by the CODM. Interest income, interest expense and provision for income taxes, as reported in the consolidated financial statements, are not part of operating income and are primarily recorded at the corporate level. Under U.S. Government Cost Accounting Standards, indirect costs including depreciation expense are collected in numerous indirect cost pools which are then collectively allocated out to the Company's reportable segments based on a representative causal or beneficial relationship of the costs in the pool to the costs in the base. While depreciation expense is a component of the allocated costs, the allocation process precludes depreciation expense from being specifically identified by the Company's individual reportable segments. For this reason, depreciation expense by reportable segment has not been reported above.

Substantially all of the Company's revenues and tangible long-lived assets are generated by or located in the United States. As such, the financial information by geographic location is not presented.

The Company's total revenues are largely attributable to prime contracts with the U.S. Government or to subcontracts with other contractors engaged in work for the U.S. Government. The percentages of total revenues for the U.S. Government, its agencies and other customers comprising more than 10% of total revenues in any of the years for the 11-month period ended January 1, 2016, fiscal 2015, and fiscal 2014 were as follows:

	11 Months Ended	12 Months Ended	
	January 1, 2016	January 30, 2015	January 31, 2014
U.S. Government	**76%**	79%	78%
U.S. DoD	**64%**	67%	68%
U.S. Army	**14%**	16%	19%
Maryland Procurement Office	**10%**	10%	8%

Note 19—Legal Proceedings:

Timekeeping Contract with City of New York

In March 2012, the Company reached a settlement with the U.S. Attorney’s Office for the Southern District of New York and the City of New York ("City") relating to investigations being conducted by the U.S. Attorney's Office and the City with respect to the Company's contract to develop and implement an automated time and attendance and workforce management system ("CityTime") for certain agencies of the City. As part of this settlement, the Company entered into a deferred prosecution agreement ("DPA") with the U.S. Attorney's Office, under which the Company paid approximately $500 million and the U.S. Attorney's Office deferred prosecution of a single criminal count against the Company, which alleged that the Company, through the conduct of certain managerial employees and others, caused the City to significantly overpay for the CityTime system. Leidos fully satisfied the requirements of the DPA during its three year term and the DPA expired on March 14, 2015. As a result, the U.S. Attorney's Office filed an application with the Court to dispose of the charge that was filed against Leidos as part of the DPA. On March 16, 2015, the Court entered an order disposing of the pending charge.

In August 2012, the Company entered into an administrative agreement with the U.S. Army, on behalf of all agencies of the U.S. Government that confirmed the Company's continuing eligibility to enter into and perform contracts with all agencies of the U.S. Government following the CityTime settlement. The Army determined that the U.S. Government had adequate assurances under the terms of the administrative agreement that initiation of suspension or debarment was not necessary to protect the U.S. Government's interests following the CityTime settlement. Under the terms of the administrative agreement, the Company agreed, among other things, to maintain a contractor responsibility program having the specific elements described in the administrative agreement, including retaining a monitor and providing certain reports to the U.S. Army. The administrative agreement was to remain in effect for five years, provided that the Company could request earlier termination after three years. On October 1, 2015, the Army granted the Company's request for early release from the administrative agreement, which is now concluded.

Data Privacy Litigation

The Company was previously a defendant in a putative class action, *In Re: Science Applications International Corporation ("SAIC") Backup Tape Data Theft Litigation*, which was a Multidistrict Litigation ("MDL") action in the U.S. District Court for the District of Columbia relating to the theft of computer back-up tapes from a vehicle of a company employee. In May 2014, the District Court dismissed all but two plaintiffs from the MDL action. In June 2014, Leidos and its co-defendant, TRICARE, entered into settlement agreements with the remaining two plaintiffs who subsequently dismissed their claims with prejudice.

On September 20, 2014, the Company was named as a defendant in a putative class action, *Martin Fernandez, on Behalf Of Himself And All Other Similarly Situated v. Leidos, Inc.* in the Eastern District Court of California, related to the same theft of computer backup tapes. The recent complaint includes allegations of violations of the California Confidentiality of Medical Information Act, the California Unfair Competition Law, and other claims. On August 28, 2015, the Court dismissed all claims brought by the Plaintiff against the Company. Plaintiff filed a notice of appeal of this dismissal on November 17, 2015.

Securities Litigation

Between February and April 2012, alleged stockholders filed three putative securities class actions. One case was withdrawn and two cases were consolidated in the U.S. District Court for the Southern District of New York in *In re SAIC, Inc. Securities Litigation*. The consolidated securities complaint names as defendants the Company, a former chief financial officer, two former chief executive officers, a former group president, and the former program manager on the CityTime program, and was filed purportedly on behalf of all purchasers of the Company's common stock from April 11, 2007 through September 1, 2011. The consolidated securities complaint asserted claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 based on allegations that the Company and individual defendants made misleading statements or omissions about the Company's revenues, operating income, and internal controls in connection with disclosures relating to the CityTime project. The plaintiffs sought to recover from the Company and the individual defendants an unspecified amount of damages class members allegedly incurred by buying the Company's stock at an inflated price. On October 1, 2013, the District Court dismissed many claims in the complaint with prejudice and on January 30, 2014, the District Court entered an order dismissing all remaining claims with prejudice and without leave to replead. The plaintiffs moved to vacate the District Court's judgment or obtain relief from the judgment and for leave to file an amended complaint. On September 30, 2014, the District Court denied plaintiff's motions. The plaintiffs filed a notice of appeal on October 30, 2014 to the United States Court of Appeals for the Second Circuit where the appeal remains pending.

Greek Government Contract

Background and Arbitration. In May 2003, the Company entered into a firm-fixed-price contract with the Hellenic Republic of Greece (the "Customer") to provide a Command, Control, Communications, Coordination and Integration System (the "System") to support the 2004 Athens Summer Olympic Games (the "Olympics") and to serve as the security system for the Customer's public order departments following completion of the Olympics.

In November 2008, the Customer accepted the System in writing pursuant to the requirements of the contract. At the time, the Customer determined that the System substantially complied with the terms of the contract and accepted the System with certain alleged minor omissions and deviations. Upon System acceptance, the Company invoiced the Customer for approximately $15 million, representing the undisputed portion of the contract balance owed to the Company. The Customer has not paid this final invoice.

In June 2009, the Company initiated arbitration before the International Chamber of Commerce against the Customer seeking damages for breaches of contract by the Customer. In July 2013, the Company received an arbitral award for approximately $42 million. The Customer has yet to satisfy the arbitral award. The Company is pursuing an enforcement action in U.S. District Court for the District of Columbia. In September 2013, the Customer filed a petition in a Greek court seeking to nullify the arbitral award and to stay enforcement of the award in Greece. A hearing on the Customer's nullification request was held in Greece in April 2014. The parties agreed to a stay of the Company's enforcement action in U.S. District Court until the Greek court issued a ruling on the Customer's nullification request. In June 2014, the Athens Court of Appeals annulled the arbitral award. The Company appealed the annulment decision to the Supreme Court of Greece in January 2015 to have the arbitral award reinstated. The Company is continuing to pursue enforcement of the award in the U.S. District Court as is still its right under U.S. and international law. The outcomes of the appeal in Greece and the Company's pending enforcement action are uncertain.

Financial Status and Contingencies. As a result of the significant uncertainties on this contract, the Company converted to the completed-contract method of accounting and ceased recognizing revenues for the System development portion of this contract in fiscal 2006. No profits or losses were recorded on the Greek contract during the 11-month period ended January 1, 2016, fiscal 2015, and fiscal 2014. As of January 1, 2016, the Company has recorded $123 million of losses under the Greek contract, reflecting the Company’s estimated total cost to complete the System, assuming the Greek contract value was limited to the cash received to date. Based on the complex nature of this contractual situation and the difficulties encountered to date, significant uncertainties exist and the Company is unable to reliably estimate the ultimate outcome. The Company may reverse a portion of the losses from the Greek contract if it receives payments as provided in the arbitral award.

As of January 1, 2016, the Company has $13 million of receivables relating to value added tax ("VAT") and tax withholds by the Greek government that the Company has paid and believes it is entitled to recover either as a refund from the taxing authorities or as a payment under the Greek contract. The Company has invoiced the Customer for $27 million for VAT and filed the appropriate tax returns for $5 million of withholds. As of January 1, 2016, the Company has received $3 million of the tax withholds, which relate to fiscal years 2009 through 2012. If the Customer fails to pay the outstanding VAT amounts and remaining tax withholds, or the Company is unable to recover these amounts as a refund from the taxing authorities, the Company’s total losses on the Greek contract could increase.

The Company has met certain advance payment and performance bonding requirements through the issuance of euro-denominated standby letters of credit. As of January 1, 2016, there were $4 million in standby letters of credit outstanding relating to the support and maintenance of the System. In the arbitration, the Company was awarded but has not received $21 million representing the amounts drawn by the Customer in fiscal 2011 on certain standby letters of credit as well as damages. The principal subcontractor has provided to the Company euro-denominated standby letters of credit in the amount of $17 million as of January 1, 2016, of which $16 million relates to the delivery of the System. The Company may draw on the subcontractor’s standby letters of credit under certain circumstances by providing a statement to the responsible bank that the subcontractor has not fulfilled its obligations under the subcontract.

Other

The Company is also involved in various claims and lawsuits arising in the normal conduct of its business, none of which, in the opinion of the Company’s management, based upon current information, will likely have a material adverse effect on the Company’s consolidated financial position, results of operations, or cash flows.

Note 20—Other Commitments and Contingencies:

VirnetX, Inc.

In fiscal 2007, the Company transferred several patents to VirnetX Inc., a subsidiary of VirnetX Holding Corp. In consideration of this transfer, the Company received certain license rights and the right to receive a percentage of the consideration received in patent infringement or enforcement claims against third parties. In November 2012, a jury found that Apple Corporation infringed two of the patents that the Company previously transferred to VirnetX and awarded approximately $368 million to VirnetX, but the United States Court of Appeals for the Federal Circuit vacated this award. Although VirnetX petitioned the appeals court for an en banc review, this request was denied and the case has been remanded to the Federal District Court for further proceedings, including a new jury trial which began on January 25, 2016. On February 3, 2016, the jury in the United States Court for the Eastern District of Texas, Tyler Division, awarded VirnetX $626 million in a verdict against Apple for willful infringement of four VirnetX patents. Under its agreements with VirnetX, Leidos would receive 25% of the proceeds obtained by VirnetX after reduction for attorneys' fees and costs. However, it is expected that Apple will appeal the verdict and no assurances can be given when or if we will receive any proceeds in connection with this jury award. In addition, if we receive any proceeds, we are required to pay a royalty to the customer who paid for the development of the technology. On December 17, 2014, VirnetX settled a separate patent infringement dispute with Microsoft Corporation, with those parties executing an Amended Settlement and License Agreement. This agreement amended and restated certain terms of the original Settlement and License Agreement, dated May 14, 2010, between VirnetX and Microsoft. Under the terms of the amended agreement, Microsoft agreed to pay $23 million to VirnetX to settle the patent dispute and expand Microsoft's license. Under its agreements with VirnetX, the Company would receive 35% of the proceeds obtained by VirnetX under this settlement with Microsoft after reduction for attorneys' fees and costs incurred in litigating those claims.

Under its agreements with VirnetX, the Company received proceeds during the 11-month period ended January 1, 2016, from VirnetX in the amount of $11 million from VirnetX's settlement with Microsoft and VirnetX's settlement of a previous litigation matter against various defendants, including Mitel, Siemens and Avaya. Pursuant to the agreements with VirnetX, the amount received by the Company includes reimbursement for attorneys' fees and costs incurred by the Company in connection with these litigation matters. In addition, the Company is required to pay a royalty on the proceeds received to the customer who paid for the development of the technology of which the amount paid from the current year proceeds was not material. The Company does not have any material assets or liabilities recorded in connection with this matter as of January 1, 2016.

Government Investigations and Reviews

The Company is routinely subject to investigations and reviews relating to compliance with various laws and regulations with respect to its role as a contractor to federal, state, and local government customers and in connection with performing services in countries outside of the United States. Adverse findings in these investigations or reviews can lead to criminal, civil or administrative proceedings, and the Company could face penalties, fines, compensatory damages, and suspension or debarment from doing business with governmental agencies. In addition, the Company could suffer serious reputational harm if allegations of impropriety were made against Leidos. Adverse findings could also have a material adverse effect on the Company's business, consolidated financial position, results of operations, and cash flows due to its reliance on government contracts.

U.S. Government agencies, including the Defense Contract Audit Agency ("DCAA"), Defense Contract Management Agency ("DCMA"), and others, routinely audit and review a contractor’s performance on government contracts, indirect rates and pricing practices, and compliance with applicable contracting and procurement laws, regulations, and standards. They also review the adequacy of the contractor's compliance with government standards for its business systems, including: a contractor's accounting system, earned value management system, estimating system, materials management and accounting system, property management system, and purchasing system. Both contractors and the U.S. Government agencies conducting these audits and reviews have come under increased scrutiny including such subjects as billing practices, labor charging, and accounting for unallowable costs. As a result, audits and reviews have become more rigorous and the standards to which the Company is held are being more strictly interpreted, increasing the likelihood of an audit or review resulting in an adverse outcome. During the course of its current audits, the DCAA is closely examining and questioning costs and several of the Company’s long established and disclosed practices, increasing the uncertainty as to the ultimate conclusion that will be reached. In addition, the Company also monitors compliance with these practices and has an obligation under its contracts to make disclosures of specific improprieties based on credible evidence.

The Company changed its indirect rate structure used in its indirect cost system in fiscal 2011 and future years. The DCAA is performing reviews of these changes and the Company's compliance with certain other U.S. Government Cost Accounting Standards. A finding of significant control deficiencies in the Company’s system audits or other reviews can result in cash payments, penalties and potentially decremented billing rates.

The Company's indirect cost audits by the DCAA remain open for fiscal 2011 and subsequent fiscal years. Although the Company has recorded contract revenues subsequent to and including fiscal 2011 based upon an estimate of costs that the Company believes will be approved upon final audit or review, the Company does not know the outcome of any ongoing or future audits or reviews and adjustments, and if future adjustments exceed the Company’s estimates, its profitability would be adversely affected.

Pursuant to the Distribution Agreement with New SAIC and upon the separation date, the Company's liability of $45 million for net amounts to be refunded to customers for potential adjustments from such audit or review of contract costs was allocated to New SAIC in the amount of $18 million and the Company in the amount of $27 million. For open periods prior to the spin-off, matters may be settled by the Company with reimbursements due from New SAIC. Subsequent to the separation date, any amounts owed in addition to the $45 million liability for periods prior to the separation date will be apportioned between Leidos and New SAIC in accordance with the Distribution Agreement.

As of January 1, 2016, the Company has recorded a total liability of $43 million for its current best estimate of net amounts to be refunded to customers for potential adjustments from such audits or reviews of contract costs. This amount includes potential adjustments related to both pre-separation and post-separation audits or reviews and excludes amounts assumed to be reimbursed by New SAIC.

Joint Ventures

The Company has a guarantee that relates only to claims brought by the sole customer of its joint venture, Bechtel SAIC Company, LLC, for specific contractual nonperformance of the joint venture. The Company also has a cross-indemnity agreement with the joint venture partner, pursuant to which the Company will only be ultimately responsible for the portion of any losses incurred under the guarantee equal to its ownership interest of 30%. As of January 31, 2014, the joint venture had completed performance requirements on the customer contract and was in the process of completing contract close-out activities. Based on current conditions, the Company believes the likelihood of having to make any future payment related to the guarantee is remote.

Letters of Credit and Surety Bonds

The Company has outstanding letters of credit of $65 million as of January 1, 2016, principally related to guarantees on contracts. The Company also has outstanding surety bonds in the amount of $205 million as of January 1, 2016, principally related to performance and subcontractor payment bonds on the Company's contracts. The outstanding letters of credit and surety bonds have various terms with the majority of the letters of credit and bonds expiring over the next five fiscal years.

Other

The Company maintains self-insured medical and workers compensation insurance plans. The Company provided estimated accruals for claims incurred but not yet reported for both these plans totaling $16 million as of January 1, 2016 and January 30, 2015, respectively.

Note 21—Selected Quarterly Financial Data (Unaudited):

Selected unaudited financial data for each quarter of calendar 2015 (January 3, 2015, through January 1, 2016) and fiscal 2015 (February 1, 2014, through January 30, 2015), respectively, is presented in the table below.

	Three Months Ended			
	April 3, 2015	July 3, 2015	October 2, 2015	January 1, 2016
	(in millions, except per share amounts)			
Calendar 2015[1][4]				
Revenues	**$ 1,246**	**$ 1,257**	**$ 1,302**	**$ 1,281**
Operating income	**$ 38**	**$ 64**	**$ 94**	**$ 102**
Income from continuing operations [2]	**$ 23**	**$ 37**	**$ 49**	**$ 127**
Income from discontinued operations	**$ 18**	**$ —**	**$ —**	**$ —**
Net income[2]	**$ 41**	**$ 37**	**$ 49**	**$ 127**
Basic earnings per share [3]	**$ 0.32**	**$ 0.51**	**$ 0.68**	**$ 1.76**
Diluted earnings per share [3]	**$ 0.31**	**$ 0.50**	**$ 0.67**	**$ 1.72**

	Three Months Ended			
	May 2, 2014	August 1, 2014	October 31, 2014	January 30, 2015
	(in millions, except per share amounts)			
Fiscal 2015[5]				
Revenues	$ 1,312	$ 1,306	$ 1,276	$ 1,169
Operating income (loss)	$ 87	$ (410)	$ 72	$ 37
Income (loss) from continuing operations [2]	$ 45	$ (439)	$ 38	$ 26
(Loss) income from discontinued operations	$ (8)	$ 1	$ (4)	$ 18
Net income (loss) [2]	$ 37	$ (438)	$ 34	$ 44
Basic earnings (loss) per share [3]	$ 0.58	$ (5.93)	$ 0.52	$ 0.36
Diluted earnings (loss) per share [3]	$ 0.58	$ (5.93)	$ 0.51	$ 0.35

(1) On March 20, 2015, the Board of Directors approved the amendment and restatement of the bylaws of Leidos and Leidos, Inc. to change both Leidos' and Leidos, Inc.'s year end from the Friday nearest the end of January to the Friday nearest the end of December. In the first quarter of calendar 2015, the Company began reporting financial results on the basis of the new fiscal year end. The results for the month of January 2015, which are included in the audited results for fiscal 2015, were also included in the reported first quarter of calendar 2015. However, the results for the month of January 2015 are not included in the results for the 11-month period ended January 1, 2016. As a result, the four quarters of calendar 2015 are not additive to the 11-month period ended January 1, 2016.

(2) Income (loss) from continuing operations and net income (loss) relate to Leidos Holdings, Inc. only. See Leidos, Inc.'s amounts detailed below.

(3) Earnings (loss) per share from continuing operations are computed independently for each of the quarters presented and therefore may not sum to the total for calendar 2015 and fiscal 2015.

(4) Calendar 2015 quarterly results include tangible asset impairment charges of $40 million and $29 million in the first and second quarter, respectively, intangible asset impairment charges of $4 million in the third quarter and an $82 million gain on a real estate sale in the fourth quarter. The first quarter impairment charge occurred during January 2015 and is included in both the first quarter of calendar 2015 and the fourth quarter of fiscal 2015 results. For further information, see Note 3 - Acquisitions, Note 4 - Goodwill and Intangible Assets and Note 16 - Leases.

(5) Fiscal 2015 quarterly results include goodwill impairment charges of $486 million in the second quarter, intangible asset impairment charges of $24 million and $17 million in the second and third quarter, respectively, and a tangible asset impairment charge of $40 million in the fourth quarter. For further information, see Note 3 - Acquisitions and Note 4 - Goodwill and Intangible Assets.

Leidos, Inc.:

Income (loss) from continuing operations and net income (loss) of Leidos, Inc. includes interest expense on the related party note and associated income taxes, which relate solely to Leidos, Inc. and are not reflected in the consolidated amounts above. Income (loss) from continuing operations and net income (loss) of Leidos, Inc. for each quarter of calendar 2015 (January 3, 2015, through January 1, 2016) and fiscal 2015 (February 1, 2014, through January 30, 2015), respectively, was as follows:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
		(in millions)		
Calendar 2015[1]				
Income from continuing operations	**$ 25**	**$ 39**	**$ 51**	**$ 128**
Net income	**$ 43**	**$ 39**	**$ 51**	**$ 127**
Fiscal 2015				
Income (loss) from continuing operations	$ 46	$ (437)	$ 40	$ 27
Net income (loss)	$ 38	$ (436)	$ 36	$ 45

(1) Refer to footnote 1 of the previous table for further detail regarding the periods being presented for calendar 2015.

Note 22—Subsequent Events:

Lockheed Martin Transaction

On January 26, 2016, Leidos Holdings, Inc. announced that it had entered into a definitive agreement (the "Merger Agreement"), dated January 26, 2016, with Lockheed Martin Corporation ("Lockheed Martin"), Abacus Innovations Corporation, a Delaware corporation and a wholly owned subsidiary of Lockheed Martin ("Spinco"), and Lion Merger Co., a Delaware corporation and a wholly owned subsidiary of Leidos ("Merger Sub"), pursuant to which Leidos will combine with Lockheed Martin's realigned Information Systems & Global Solutions business ("IS&GS") (collectively, the "ISGS Business") in a Reverse Morris Trust transaction (the "Lockheed Martin Transaction"). In connection with the Merger Agreement, Lockheed Martin and Spinco entered into a Separation Agreement dated January 26, 2016 (the "Separation Agreement"), pursuant to which Lockheed Martin will separate the ISGS Business.

In the transactions contemplated by the Merger Agreement and the Separation Agreement, (i) Lockheed Martin will transfer the ISGS Business to Spinco, (ii) Lockheed Martin will distribute Spinco's stock to Lockheed Martin's stockholders, at Lockheed Martin's option, by way of a pro rata dividend or an exchange offer (the "Distribution"), and (iii) Merger Sub will merge with and into Spinco, with Spinco as the surviving corporation (the "Merger") and a wholly owned subsidiary of Leidos. Upon consummation of the transactions contemplated by the Merger Agreement and the Separation Agreement, Lockheed Martin shareholders will receive approximately 77 million shares of Leidos common stock, which represent approximately 50.5% of the outstanding shares of Leidos common stock. Leidos' existing stockholders will continue to hold the remaining approximately 49.5% of the outstanding shares of Leidos common stock.

Prior to the Distribution, Spinco will incur third-party debt financing in an aggregate principal amount of approximately of $1.8 billion (the "Spinco Debt") and immediately thereafter, Lockheed Martin will transfer the Spinco Assets to Spinco and Spinco will make a special cash payment to Lockheed Martin of $1.8 billion, subject to adjustment based on Spinco's cash and working capital at the time of the Distribution (the "Special Cash Payment"). Spinco has entered into commitment letters with certain financial institutions to provide for the Spinco Debt.

The Merger Agreement also provides that, prior to the Merger and subject to applicable law, Leidos shall declare and pay a special dividend of approximately $1.03 billion to its stockholders, conditioned on completion of the Merger. The special dividend will be funded by a combination of new borrowing and cash on hand.

On January 26, 2016, the Company and certain financial institutions executed commitment letters pursuant to which the financial institutions have agreed to provide financing to Spinco to finance the amount of the Spinco Debt and to provide financing to Leidos to fund the special dividend of approximately $1.03 billion to its stockholders.

The Company expects to incur significant integration and transaction costs in connection with the Lockheed Martin Transaction and related transactions during fiscal 2016 and fiscal 2017.

Completion of the Lockheed Martin Transaction is expected in 2016. Consummation of the Lockheed Martin Transaction is subject to customary closing conditions, including, among others, (1) the consummation of the Separation and the Distribution in accordance with the Separation Agreement, (2) the expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the receipt of any necessary regulatory approvals in other jurisdictions, (3) the effectiveness of registration statements to be filed with the U.S. Securities and Exchange Commission ("SEC"), (4) the approval by Leidos' stockholders of the issuance of Leidos common stock in the Merger (the "Share Issuance"), (5) the receipt by Lockheed Martin of an opinion of tax counsel as to the tax-free nature of the Distribution to Lockheed Martin and its stockholders and the receipt by Leidos and Lockheed Martin of opinions of their respective tax counsel regarding the treatment of the Merger as a "reorganization" for U.S. federal income tax purposes, and (6) the receipt by Leidos, Lockheed Martin and Spinco of solvency opinions customary in transactions of this type. There can be no assurance the Lockheed Martin Transaction will be consummated. See "Item 1A Risk Factors - We may be unable to satisfy the conditions or obtain the approvals required to complete the Lockheed Martin Transaction or such approvals may contain material restrictions or conditions."

The Merger Agreement contains certain termination rights for both Lockheed Martin and Leidos and further provides that Leidos must pay to Lockheed Martin a termination fee of $150 million under certain circumstances. In addition, if the Merger Agreement is terminated because approval is not obtained at the Leidos stockholder meeting called for such purpose, Leidos has agreed to reimburse Lockheed Martin for its expenses up to a maximum amount of $37.5 million.

In connection with the transactions contemplated by the Merger Agreement and the Separation Agreement, certain additional agreements have been or will be entered into, including, among others an employee matters agreement, a tax matters agreement, a transition services agreements, an intellectual property matters agreement, agreements relating to certain government contracts matters, supply agreements and certain real estate related agreements.

LEIDOS, INC.

KEYSTAFF DEFERRAL PLAN

Amendment and Restatement Effective January 1, 2016

Table of Contents

KEYSTAFF DEFERRAL PLAN

OF

LEIDOS, INC.

1. <u>Purpose</u>

1.1 The purpose of this Plan is to provide a means to enhance the Company's capacity to attract and retain outstanding directors and executives in key positions by assisting them in meeting their future financial security objectives. The Plan was amended and restated effective January 1, 2005 to comply with Section 409A of the Code, amended and restated effective September 27, 2013 as a result of the corporate separation of SAIC. This Amendment and Restatement of the Plan, effective January 1, 2016, incorporates Amendment No. 1 of the Plan, effective January 1, 2015, and Amendment No. 2 to the Plan, effective January 1, 2016.

2. <u>Definitions</u>

2.1 Whenever the following terms are used in the Plan, they shall have the meaning specified below.

2.2 "**Account**" **--** shall mean the Account maintained for bookkeeping purposes by the Committee with respect to each Participant to evidence the Participant's Deferrals of Deferrable Amounts hereunder. The Company shall credit to each Participant's Account an amount equal to the compensation which otherwise would have been paid had the Participant not elected to defer compensation. Such credits shall be made at the time compensation would have been paid to the Participant. The Account shall also receive earnings credits or losses in accordance with the provisions of Section 5. Separate Accounts shall be established to record amounts deferred (and earnings credits or losses thereon) with respect to Plan Years beginning before and after December 31, 1990, to be referred to herein as Pre-1991 Accounts and Post-1990 Accounts, respectively. Further, separate Accounts shall be established to record amounts deferred (and earnings credits or losses thereon) with respect to Plan Years beginning after December 31, 2014, to be referred to herein as a Retirement/Termination Account and Specified Date Accounts. For purposes of Section 5.1 and 9.1, the Retirement/Termination Account and any Specified Date Accounts shall be part of a Participant's Post-1990 Account. Except as otherwise stated herein, references to Account(s) shall include any or all such Accounts.

2.3 "**Anniversary Date**"**--** shall be the last day of a Plan Year.

2.4 "**Beneficiary**"**--** shall mean the person or persons properly designated by the Participant, in accordance with Section 8, to receive the benefits provided herein upon death of the Participant.

2.5 “**Board**” **--** shall mean the Board of Directors of Leidos, Inc., or its ultimate parent corporation, if any.

2.6 “**Bonus Compensation Plan**” **--** shall mean the Company’s 1984 Bonus Compensation Plan, and any successor plan, including the Equity Incentive Plan.

2.7 “**Code**” **--** shall mean the Internal Revenue Code of 1986, as amended.

2.8 “**Committee**”**--** shall mean the committee composed of such members as shall be appointed from time to time by the Board to administer the Plan.

2.9 “**Company**”**--** shall mean Leidos, Inc. (or its ultimate parent corporation, if any). In addition, unless the context indicates otherwise, as used in this Plan the term Company shall also mean and include any direct or indirect subsidiary of the Company which has been approved by the Deferral Authority for participation in this Plan by its Employees.

2.10 “**Deferrable Amount(s)**”**--** shall mean the (i) annual cash bonuses, if any, payable to an Employee under the Officer’s Incentive Plan, the Executive Incentive Plan, the Key Contributor Incentive Program and the Merit Recognition Bonus Program, (ii) sign-on bonuses (cash or vested stock) for new hires, (iii) vested stock bonuses, if any, payable to an Employee or Director, (iv) Directors’ fees, or (v) other eligible payments as determined by the Committee. For purposes of clarity, non-annual “spot” bonuses, retention bonuses, and other incentives payable to an Employee or Director do not constitute Deferrable Amounts hereunder. In no way does the operation of this Plan obligate the Company to pay any bonus or continue any compensation program. The Committee may in its discretion designate all or part of Employees’ salaries as Deferrable Amounts.

2.11 “**Deferral**” **--** shall mean the amount of Deferrable Amounts a Participant has deferred in accordance with Section 4.1

2.12 “**Deferral Authority**” **--** shall mean the individual or group of individuals appointed by the Board to determine which Employees are eligible to make Deferrals and to participate in the Plan.

2.13 “**Director**” **--** shall mean a member of the Board, other than a Director Emeritus, or a member of the Board of Directors of any subsidiary or affiliate thereof which has been approved by the Deferral Authority for participation in this Plan by its Employees or Directors.

2.14 “**Effective Date**” **--** shall be January 1, 1986.

2.15 “**Employee**” **--** shall mean a management or highly compensated employee of the Company.

2.16 “**Equity Incentive Plan**” **--** shall mean the 2006 Equity Incentive Plan and any successor plan.

2.17 “**Investment Funds**” **----** shall mean the deemed investments established by the Committee under Section 5 for the purpose of determining the investment gains and losses to be credited to Accounts.

2.18 “**Normal Payout**” **--** shall mean the payment(s) described in Section 6.3.

2.19 “**Participant**” **--** shall mean an Employee or Director designated by the Deferral Authority for participation in the Plan who timely files an election to participate and makes or receives Deferrals hereunder.

2.20 “**Plan**” **--** shall mean the Leidos, Inc. Keystaff Deferral Plan as set forth herein and as amended from time to time.

2.21 “**Plan Year**” **--** shall begin on February 1 of each year. The Plan Year which commenced January 1, 2000 shall end on January 31, 2001 and thereafter shall be the period from February 1 to January 31. A short Plan Year shall commence February 1, 2005 and end December 31, 2005. Effective January 1, 2006 and thereafter, the Plan Year shall be the calendar year.

2.22 “**Retirement/Termination Account**” – shall mean the Account established by the Committee for a Participant to record Deferrals made with respect to Plan Years beginning on or after January 1, 2015 that are payable upon the Participant’s Separation from Service.

2.1 “**Retirement Date**” **--** shall mean the date of an Employee’s or Director’s Termination of Affiliation on attaining age 59 ½. Effective January 1, 2005, a Retirement Date shall not occur unless the Employee or Director has had a Separation from Service.

2.2 “**Separation From Service**” **--** shall mean the death, retirement or termination of the Employee’s employment with the Company, or in the case of a Director, ceasing to perform services for the Company as a member of the Board. This definition of Separation from Service shall be interpreted and construed in a manner intended to comply with Code Section 409A and the published authorities thereunder.

2.3 “**Specified Date Account**” – shall mean the Account established by the Committee for a Participant to record Deferrals made with respect to Plan Years beginning on or after January 1, 2015 that are payable at a specified future date designated by the Participant. Unless the Committee determines otherwise, a Participant may establish no more than five (5) Specified Date Accounts.”

2.4 “**Termination of Affiliation**” -- shall mean any termination of employment with the Company by an Employee, as determined by the Committee, whether by reason of death, disability, voluntary resignation, layoff, discharge, divestiture of the Employee’s business unit or otherwise, and, in the case of a Director, ceasing to be an active Director. The Committee shall have the discretion to establish rules and make determinations as to what constitutes a Termination of Affiliation including, without limitation, change of status (e.g., part-time, consulting Employee, etc.) or leave of absence. Notwithstanding the foregoing, effective January 1, 2005, a Termination of Affiliation shall not occur unless the Employee or Director has had a Separation from Service.

3. Eligibility

3.1 The Deferral Authority in its sole discretion shall designate those Employees or Directors who are to be eligible to participate in the Plan with respect to Deferrals for a particular Plan Year or with respect to a particular Deferrable Amount or Amounts. Designating an individual as eligible to participate in the Plan for a particular Plan Year or with respect to a particular Deferrable Amount shall not require the Deferral Authority to designate such individual for any subsequent Plan Year or with respect to any subsequent Deferrable Amounts. The designation of eligibility by the Deferral Authority may be made in such manner as determined by the Deferral Authority, including, without limitation, establishment of criteria such as compensation level or level or authority.

4. Deferrals

4.1 Deferral Elections

4.1.1 An eligible Employee or Director shall not become a Participant in the Plan unless and until he or she has executed and delivered to the Committee a Deferral election, including any forms or agreements as may be prescribed by the Committee, and the Committee shall have accepted such Deferral election and/or additional forms or agreements. To initially participate in the Plan, the Employee or Director must submit his or her Deferral election, including any forms or agreements prescribed by the Committee, during the applicable Deferral election period established by the Committee. Except as otherwise provided by the Committee and communicated to Participants, a Participant's election shall be carried forward automatically to future Plan Years for which the Participant is eligible to participate unless, during the applicable election period for such future Plan Year, the Participant elects to modify or cancel the prior election under procedures established by the Committee. The last day of the Deferral election period for any Deferrable Amounts other than "performance-based compensation" (as defined below) shall be no later than the last day of the calendar year prior to the first calendar year during which the Employee or Director performs services for which such Deferrable Amounts are earned. Furthermore, the Committee may to the extent consistent with satisfying Code Section 409A, permit an Employee or Director to make a Deferral election prior to or within 30 days following the date such Employee or Director first becomes eligible to participate in the Plan, as indicated by the effective date of his status change in the Plan's records. Such a Deferral election shall be with respect to compensation earned for services performed after the election.

4.1.2 If Deferrable Amounts constitutes "performance-based compensation," then the Committee may, but need not, delay the last day of the Deferral election period. The last day of the Deferral election period with respect to any Deferrable Amounts considered to be performance-based compensation shall be no later than six (6) months before the end of the service period over which such Deferrable Amounts is earned. For this purpose, "performance-based compensation" means compensation where the amount of or entitlement to the compensation is contingent on the satisfaction of pre-established written performance criteria relating to a performance period of at least twelve (12) consecutive months, provided that performance-based compensation does not include any amount that will be paid regardless of performance, or based upon a level of performance that is substantially certain to be met at the time the criteria is established. Performance-based compensation must also meet any other applicable requirements established under authority issued pursuant to Code Section 409A.

4.1.3 The total Deferrals elected for a particular Plan Year may be in an amount up to a specified percentage of Deferrable Amounts, such maximum percentage to be up to one hundred percent (100%) as determined by the Deferral Authority.

4.1.4 With respect to Deferrals made for Plan Years commencing prior to January 1, 2015, a Participant elected on his or her initial Deferral election the form of distribution to be applied with respect to his or her Normal Payout (if any) from among the forms of distribution specified in Section 6.3.2.

4.1.5 With respect to Deferrals made for Plan Years commencing on or after January 1, 2015, a Participant shall allocate his or her Deferrals for a Plan Year to the Retirement/Termination Account and/or to one or more Specified-Date Accounts, and shall specify the form of distribution applicable to each such Account. If no allocation is made, all Deferrals for a Plan Year shall be allocated to the Retirement/Termination Account of the Participant. If no form of distribution is elected, the form of distribution shall be a single lump sum payment.

4.2 **<u>Changes to Deferral Elections</u>**

4.2.1 Any Deferral election by a Participant for a particular Plan Year shall be irrevocable for that Plan Year following the end of such Plan Year's Deferral election period.

5. <u>Participant Accounts and Investments</u>

5.1 Deferrals shall be credited to the Participant's Account as of the date the compensation would otherwise have been paid to the Participant and shall accrue investment gains and losses as of such date in accordance with this Section 5. Notwithstanding anything to the contrary herein, if a Participant Separates from Service under circumstances that would trigger an immediate lump sum distribution of all of the Participant's Accounts under Sections 6 and 7, or if an immediate lump sum distribution of all of the Participant's Accounts is made under Section 9.3 upon a Participant's Separation from Service (excluding Participants for whom an immediate payment is not permitted in accordance with Section 6.3.8 or 7.1.6), then any Deferrals that would otherwise have been credited to the Participant's Account under the Plan shall not be so credited, but shall instead be distributed to the Participant on the date the Deferral would otherwise have been made.

5.2 Separate Investment Funds may be established under this Plan. The Committee may, in its discretion, terminate any Investment Fund. The Committee shall determine the number of Investment Funds, and the Committee or its delegate shall determine the investments to be made under the Investment Funds.

5.3 Subject to rules established by the Committee from time to time, each Participant shall have the right and obligation to designate in which of the Investment Funds his or her Accounts will be deemed to be invested for purposes of determining the investment gain (or loss) to be credited to his or her Accounts. Pursuant to rules established by the Committee, a Participant may change the designation made under this Section 5.3 and/or transfer an amount deemed to be invested in one Investment Fund to another Investment Fund by filing an election with the Committee, on a form and in a manner prescribed by the Committee, prior to any deadline that may be established by the Committee. If a Participant does not make an election with respect to the deemed investment of his or her Accounts, the Participant shall be deemed to have elected a default Investment Fund determined by the Committee. The Committee may establish other rules, regulations and procedures regarding the Investment Funds as it deems appropriate in its sole discretion.

5.4 Investment Funds are designated only for the purpose of determining the investment gains and losses to be credited to Participants' Accounts. Neither the Company nor the Trust is required to make actual investments corresponding to such Investment Funds."

6. **<u>Payout of Participants' Accounts Attributable to Deferrals with respect to Plan Years commencing prior to January 1, 2015</u>**

6.1 **<u>Termination Payouts</u>**

6.1.1 A Participant who has a Termination of Affiliation prior to one year of Plan participation shall receive an amount equal to his or her Account, less any credited earnings. Payment shall be made in a lump sum within ninety (90) days following Termination of Affiliation or as soon as administratively feasible thereafter.

6.1.2 A Participant who has a Termination of Affiliation on or after one year of Plan participation but prior to the Participant's Retirement Date shall receive payment in a lump sum within ninety (90) days following Termination of Affiliation or as soon as administratively feasible thereafter equal to his or her Account(s) as of the most recent valuation.

6.1.3 A Participant who has a Termination of Affiliation on or after the Participant's Retirement Date shall be subject and entitled to the Normal Payout provisions set forth in Section 6.3.

6.2 **<u>Survivor Payouts</u>**

6.2.1 In the event of a Participant's death, the Company shall make a Survivor Payout, as defined in Section 6.2.2, to the designated Beneficiary.

6.2.2 The Survivor Payout shall consist of the balance then remaining in the Participant's Account(s) at the time of death.

6.2.3 The Survivor Payout shall be paid in a lump sum to the Beneficiary within ninety (90) days following verification of the Participant's death or as soon as administratively feasible thereafter.

6.2.4 Notwithstanding subsection 6.2.3 above, if death occurs prior to January 1, 2016, the Survivor Payout of an Employee who while actively employed and on or before his or her date of death had reached age 59-1/2 shall be paid to the designated Beneficiary in the form (i.e., lump sum, 5-year, 10-year or 15-year period) the Participant had elected for the Participant's Normal Payout.

6.3 <u>Normal Payouts</u>

6.3.1 Normal Payouts shall be made to Participants who have a Termination of Affiliation on or after a Retirement Date. Normal Payouts shall commence upon Termination of Affiliation.

6.3.2 As set forth in Section 4.1.4, the Participant shall elect to receive the Normal Payout in a lump sum or over a 5-year, 10-year or 15-year period. The first payment will commence within ninety (90) days following the Termination of Affiliation or as soon as administratively feasible thereafter.

6.3.3 If a Participant does not elect a payout option, the payments shall be over a 5-year period.

6.3.4 Normal Payout shall consist of the Participant's Account(s) spread in substantially equal installments over the elected payout period (if any). Earnings shall continue to be credited to the remaining Account(s) during the payout period.

6.3.5 If a Participant dies during the Normal Payout period, the Participant's remaining Account balance(s) shall be distributed to the Participant's Beneficiary in a single lump sum within ninety (90) days following verification of the Participant's death, or as soon thereafter as administratively practicable; provided, however, that if death occurs prior to January 1, 2016, payments shall continue in the form elected by the Participant for the Normal Payout.

6.3.6 Except as set forth in this Section 6.3.6 and in Section 6.3.7, a Participant's election of form of distribution shall be irrevocable. Each of the forms of distribution set forth in Section 6.3.2 shall be considered a single payment for purposes of Code Section 409A. Accordingly, Participants shall be allowed to make a new form of distribution election, provided that the following requirements are satisfied.

> (a) The election does not take effect until at least twelve (12) months after the date the election is made, and the election must be made at least twelve (12) months prior to the date the first payment would be made to the Participant absent the election; and

(b) The commencement date of the first payment to the Participant shall be five (5) years following the date the payment would have commenced absent the change in the Participant's election.

Any attempt to change a payout election that does not satisfy these requirements shall be void.

6.3.7 Pursuant to authority issued by the Internal Revenue Service under Code Section 409A, the following transition rules shall apply:

(a) Each Participant who had not had a Separation From Service as of December 31, 2006 shall be permitted to elect among the forms of distribution specified in Section 6.3.2 with respect to the Participant's Normal Payout (if any). If a Participant does not make an election under this subsection (a), then the Participant's previous election among forms of distribution shall continue to apply.

(b) Each Participant who had not had a Separation From Service as of December 31, 2006 and had reached the Participant's 55th birthday as of December 31, 2006 shall (in addition to the election under subsection (a)) be permitted to elect whether distribution of the Participant's Normal Payout (if any) shall commence (i) upon the Participant's Termination of Affiliation, or (ii) upon the later of the date the Participant reaches age 65 or the Participant's Termination of Affiliation. If a Participant does not make an election under this subsection (b), then distribution of the Participant's Normal Payout (if any) shall commence upon the Participant's Termination of Affiliation.

(c) The elections under this Section 6.3.7 shall be made pursuant to rules prescribed by the Committee, but shall in no event be made after December 31, 2006.

6.3.8 Notwithstanding the foregoing, if any stock of the Company is publicly traded on an established securities market, the distribution to any Participant who is a "specified employee" under Code Section 409A(a)(1)(B)(i) shall not be made (or commence to be made in the case of installment payments) before the earlier of (i) the date which is six (6) months after such Participant's Separation From Service or (ii) the date of the Participant's death. For any twelve (12) month period commencing April 1 and ending March 31, an Employee is a "specified employee" if the Employee was a "key employee" at any time during the calendar year ending before such April 1. A key employee is defined in Code Section 416(i) without regard to Code Section 416(i)(5).

6.4 <u>Cash Distributions</u>

6.4.1 All distributions under the Plan shall be made in cash.

7. Payout of Participants’ Accounts Attributable to Deferrals with respect to Plan Years commencing on or after January 1, 2015

7.1 Payout of Retirement/Termination Account

7.1.1 A Participant who has a Separation from Service shall receive a distribution of the balance of his or her Retirement/Termination Account, valued as of the end of the month in which such Separation from Service occurred, or such other date as the Company determines.

7.1.2 The Participant shall elect from among the forms of distribution specified in Section 7.1.3 the form of distribution that will apply to the Retirement/Termination Account. The election shall be made on the Deferral election form submitted for the Plan Year commencing on January 1, 2015, or, if later, on his or her initial Deferral election form. If no form of distribution is elected, the form of distribution shall be a single lump sum payment.

7.1.3 A Participant may elect that his or her Retirement/Termination Account be distributed in a single lump sum, or in annual installments over 5, 10 or 15 years. Distribution shall be made or commence in the month following the month of Separation from Service, and subsequent installments shall be made on the anniversary of the date the first installment is paid. Each installment shall be calculated by dividing the balance in the Account (including any Earnings credited thereon) by the number of installments remaining to be paid.

7.1.4 A Participant may modify the form of distribution elected for the Retirement/Termination Account in accordance with the provisions of Section 7.3. For purposes of Section 7.3, installment payments shall be treated as a single payment.

7.1.5 If a Participant dies before the Retirement/Termination Account has been completely distributed, the remaining balance shall be distributed to the Participant’s Beneficiary in a single lump sum within 90 days of the Participant’s death or as soon thereafter as administratively practicable.

7.1.6 Notwithstanding Section 7.1.3 above, the provisions of Section 6.3.8 of the Plan shall apply to payment of the Retirement/Termination Account with respect to any Participant who is a “specified employee” as defined therein.

7.2 Payout of Specified Date Account

7.2.1 A Participant who establishes a Specified Date Account shall specify on the Deferral election form with which the Account is established the date on which the balance of the Account shall be distributed or commence to be distributed. The specified date may not be sooner than one year after the last day of the Plan Year in which Deferrals will first be allocated to the Account.

7.2.2 The Participant shall elect from among the forms of distribution specified in Section 7.2.3 the form of distribution that will apply to each Specified Date Account. The election shall be made on the Deferral election form for the Plan Year with respect to which the Account is established. If no form of distribution is elected, the form of distribution shall be a single lump sum payment.

7.2.3 A Participant may elect that a Specified Date Account be distributed in a single lump sum, or in annual installments over 2 to 5 years. Distribution shall be made or commence in the month following the month in which the date specified in Section 7.2.1 falls, and subsequent installments shall be made on the anniversary of the date the first installment is paid. Each installment shall be calculated by dividing the balance in the Account (including any Earnings credited thereon) as of the end of the month preceding the month of payment by the number of installments remaining to be paid.

7.2.4 A Participant may modify the time or form of distribution elected for a Specified Date Account in accordance with the provisions of Section 7.3. For purposes of Section 7.3, installment payments shall be treated as a single payment.

7.2.5 If a Participant has a Separation from Service prior to the complete distribution of a Specified Date Account, the remaining balance will be distributed in a single lump sum at the time the Retirement/Termination Account is distributed.

7.2.6 If a Participant dies prior to the complete distribution of a Specified Date Account, the remaining balance will be distributed to the Participant's Beneficiary in a single lump sum within 90 days of the Participant's death or as soon thereafter as administratively practicable.

7.3 Modifications to Distribution Elections

7.3.1 Participants shall be allowed to modify the form of distribution elected for the Retirement/Termination Account and/or the time and form of payment elected for one or more Specified Date Accounts, subject to the other provisions of this Section 7.3.

7.3.2 A requested modification must be submitted to the Company no later than 12 months prior to the date payments from the applicable Account are scheduled to commence, shall be irrevocable as of the date submitted, and shall take effect 12 months after submission.

7.3.3 If a Participant modifies the form of distribution applicable to the Retirement/Termination Account, payment from such Account shall be made or begin on the date that is 5 years following the date payment would have been made or commenced absent the modification. If a Participant modifies the form of distribution applicable to a Specified Date Account, payment from such Account shall be made or begin on the date that is 5 years following the date payment would have been made or commenced absent the modification, unless the Participant specifies a later date. If a Participant modifies the time of distribution applicable to a Specified Date Account, the time specified shall be no earlier than 5 years following the date payment would have been made or commenced absent the modification.

1. <u>Beneficiary Designation</u>

1.1 Upon forms provided by the Committee, each Participant shall designate in writing the Beneficiary or Beneficiaries whom such Participant desires to receive the benefits of this Plan payable in the event of such Participant’s death.

1.2 A Participant may from time to time change his or her designated Beneficiary or Beneficiaries without the consent of such Beneficiary or Beneficiaries by filing a new designation in writing with the Committee.

1.3 The Company may rely upon the designation of Beneficiary or Beneficiaries last filed by the Participant in accordance with the terms of this Plan.

1.4 If the designated Beneficiary does not survive the Participant, or if there is no valid Beneficiary designation, amounts payable under the Plan shall be paid to the Participant’s spouse, or if there is no surviving spouse, then to the duly appointed and currently acting personal representative of the Participant’s estate. If there is no personal representative of the Participant’s estate duly appointed and acting in that capacity within sixty (60) days after the Participant’s death, then all payments due under the Plan shall be payable to the person or persons who can verify by affidavit or court order to the satisfaction of the Committee that they are legally entitled to receive the benefits specified hereunder pursuant to the laws of intestate succession or other statutory provisions in effect at the Participant’s death in the state in which the Participant resided.

1.5 If the Committee shall find that any person to whom any payment is payable under this Plan is unable to care for his or her affairs because of illness or accident, or is a minor, a payment due (unless a prior claim therefore shall have been made by a duly appointed guardian or other legal representative) may be paid to the spouse, a child, a parent, or a brother or sister, or to any custodian, conservator or other fiduciary responsible for the management and control of such person's financial affairs in such manner and proportions as the Committee may determine. Any such payment shall, to the extent thereof, discharge of the liabilities of the Company to the Participant or Beneficiary under this Plan.

1.6 Whenever a provision of this Plan restricts or limits a Participant or a Participant's Account, benefit or distribution, such limitation shall also apply to a Beneficiary unless otherwise specified.

2. Hardship and Acceleration Provisions

9.1 Notwithstanding the provisions of Section 6 or 7 hereof, a Participant shall be entitled to request a hardship withdrawal of all or any portion of the Participant's Account or acceleration of payments of the Participant's Account if payments have already commenced under the payout option selected by the Participant. A Participant must make a written request to the Committee for a hardship withdrawal or request for accelerated payment, stating the reasons such withdrawal or acceleration is necessary because of a financial hardship. The Committee, in its sole discretion, may rely on the Participant's statements, and a hardship withdrawal or accelerated payment may be approved without further investigation unless the Committee has reason to believe such statements are false. The Participant shall specify from which of the Participant's Account(s) (i.e., Pre-1991 or Post-1990) the hardship withdrawal shall be taken. Any amount to be taken from the Post-1990 Account shall be subtracted first from the Participant's Retirement/Termination Account until depleted, and then from any Post-1990 Accounts established under Section 6 of the Plan until depleted, and then from any Specified Date Accounts, beginning with the Specified Date Account with the latest payment commencement date, until all such Accounts are depleted.

9.2 Effective January 1, 2005, a withdrawal under Section 9.1 shall be permitted only if the Participant incurs an "unforeseeable emergency" as defined below. Any such distribution shall be limited to the amount for which distribution is reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, State or local income taxes or penalties reasonably anticipated to result from the distribution). For purposes of this Section, an "unforeseeable emergency" is a severe financial hardship of the Participant resulting from (i) an illness or accident of the Participant, the Participant's spouse or dependent, (ii) the loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home to the extent not otherwise covered by insurance, or (iii) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The determination of whether a Participant has an unforeseeable emergency shall be made in accordance with the authorities published pursuant to Code Section 409A.

9.3 The Committee may at any time pay the value of the Participant's Accounts in a single lump sum if the balance of all such Accounts (inclusive of all Accounts established under Sections 6 and 7) is not greater than the applicable dollar amount under Code Section 402(g)(1)(B), provided the payment represents the complete liquidation of the Participant's interest in the Plan. If, at the time of a Separation from Service, the value of a Participant's Accounts is not greater than the applicable dollar amount under Code Section 402(g)(1)(B), such Accounts shall be distributed in a single lump sum payment, provided the payment represents the complete liquidation of the Participant's interest in the Plan.

10. <u>Amendment and Termination of Plan; Change in Control</u>

10.1 The Company may, at its absolute and sole discretion, amend or terminate the Plan at any time.

10.2 In the event of a Plan termination, benefits will be paid out when due under the terms of the Plan. To the extent feasible, the Committee shall use its best efforts to avoid adversely affecting the rights of any existing Participants in the Plan, but prior to a Change in Control (as hereinafter defined), the Committee shall be under no specific duty or obligation in this regard. Following a Change in Control no amendment or termination of the Plan shall adversely affect any benefits earned by Participants prior to the amendment or termination.

10.3 All Accounts shall be immediately distributed to the Participants to whom such Accounts belong, upon the occurrence of a Change in Control (as hereinafter defined) of the Company. A “Change in Control” shall be deemed to occur if any “person” (as defined in Section 3(a)(9) of the United States Securities Exchange Act of 1934 (the “34 Act”)), other than the Company, any subsidiary or any employee benefit plan or trust maintained by the Company or subsidiary, during any 12-month period ending on the date of the most recent acquisition by such person, becomes the beneficial owner (as defined in Rule 13d-3 under the 34 Act), directly or indirectly of the Company’s stock representing thirty-five percent (35%) or more of the voting power of the Company’s then-outstanding stock; provided, however, that a transaction shall not constitute a Change in Control unless it is a “change in the ownership or effective control” of the Company, or a change “in the ownership of a substantial portion of the assets” of the Company within the meaning of Code Section 409A. For purposes of the foregoing, a subsidiary is any corporation in an unbroken chain of corporations beginning with the Company if each of the corporations, other than the last corporation in such chain, owns at least fifty percent (50%) of the total voting power in one of the other corporations in such chain.

11. Nature of Accounts

11.1 All amounts credited to the Account(s) shall remain the sole property of the Company and shall be usable by it as part of its general funds for any legal purpose whatsoever. The Account(s) shall exist only as bookkeeping entries for the purpose of facilitating the computation of earnings credits hereunder and such Account(s) shall not constitute trust funds, escrow accounts, or any other form of asset segregation in favor of anyone other than the Company. No Participant shall have any interest in any specific asset of the Company by virtue of this Plan and each Participant’s rights under this Plan shall at all times be limited to those of a general unsecured creditor of the Company. Although sometimes referred to in this Plan as “interest,” amounts credited to Account(s) pursuant to Section 5.1 may be treated as compensation for tax and payroll withholding purposes, pursuant to applicable Code and United States Department of Treasury regulation requirements.

1. **Committee**

1.7 The Plan shall be administered by the Committee appointed by the Board. Subject to the provisions of the Plan and the authority granted to the Deferral Authority, the Committee shall have exclusive power to determine the manner and time of Deferrals and payment of benefits to the extent herein provided and to exercise any other discretionary powers granted to the Committee pursuant to the Plan. The decisions or determinations by the Committee shall be final and binding upon all parties, including shareholders, Participants, Beneficiaries and other Employees. The Committee shall have the authority to interpret the Plan, to make factual findings and determinations, to adopt and revise rules and regulations relating to the Plan and to make any other determinations which it believes necessary or advisable for the administration of the Plan. The Committee's discretion shall be as broad and unfettered as permitted by law. Notwithstanding the foregoing, after a Change in Control, any findings, adoption or revision of rules or regulations, interpretations, decisions or determinations made by the Committee (including under Section 12.2) shall not be given any deference by a court or arbitrator, and if challenged by a Participant or Beneficiary, shall be reviewed on a de novo basis.

1.8 The Committee shall have all powers necessary to supervise the administration of the Plan and control its operations. In addition to any powers and authority conferred on the Committee elsewhere in the Plan or by law, the Committee shall have, by way of illustration and not by way of limitation, the following powers and authority:

1.8.9 To designate agents to carry out responsibilities relating to the Plan;

1.8.10 To employ such legal, actuarial, medical, accounting, clerical and other assistance as it may deem appropriate in carrying out the provisions of this Plan;

1.8.11 To administer, interpret, construe and apply this Plan and to decide all questions which may arise or which may be raised under this Plan by any Employee, Participant, Beneficiary or other person whatsoever, including but not limited to all questions relating to eligibility to participate in the Plan, and the amount of benefits to which any Participant may be entitled;

1.8.12 To establish rules and procedures from time to time for the conduct of its business and for the administration and effectuation of its responsibilities under the Plan;

1.8.13 To establish claims procedures, and to make forms available for filing of such claims, and to provide the name of the person or persons with whom such claims should be filed. The Committee shall establish procedures for action upon claims initially made and the communication of a decision to the claimant promptly and, in any event, not later than sixty (60) days after the date of the claim; the claim may be deemed by the claimant to have been denied for purposes of further review described below in the event a decision is not furnished to the claimant within such sixty (60) day period. Every claim for benefits which is denied shall be denied by written notice setting forth in a manner calculated to be understood by the claimant (1) the specific reason or reasons for the denial, (2) specific reference to any provisions of this Plan on which denial is based, (3) description of any additional material or information necessary for the claimant to perfect his claim with an explanation of why such material or information is necessary, and (4) an explanation of the procedure for further reviewing the denial of the claim under the Plan. The Committee shall establish a procedure for review of claim denials, such review to be undertaken by the Committee. The review given after denial of any claim shall be a full and fair review with the claimant or his duly authorized representative having one hundred eighty (180) days after receipt of denial of his claim to request such review, having the right to review all pertinent documents and the right to submit issues and comments in writing. The Committee shall establish a procedure for issuance of a decision by the Committee not later than sixty (60) days after receipt of a request for review from a claimant unless special circumstances, such as the need to hold a hearing, require a longer period of time, in which case a decision shall be rendered as soon as possible but not later than one hundred twenty (120) days after receipt of the claimant’s request for review. The decision on review shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the claimant with specific reference to any provisions of this Plan on which the decision is based; and

1.8.14 To perform or cause to be performed such further acts as it may deem to be necessary, appropriate, or convenient in the efficient administration of the Plan.

1.8.15 Prior to a Change in Control, any action taken in good faith by the Committee in the exercise of authority conferred upon it by this Plan shall be conclusive and binding upon the Participants and their Beneficiaries, and all discretionary powers conferred upon the Committee shall be absolute. Following a Change in Control, the actions of the Committee and its exercise of discretionary powers shall be reviewed on a de novo basis if challenged by a Participant or Beneficiary.

1.9 Members of the Committee shall serve as such without compensation from the Plan, but may receive compensation from the Company for so serving. All Plan administration expenses shall be borne by the Company.

1.10 The members of the Committee, the Deferral Authority, the Board, and the Company shall be entitled to rely upon any tables, valuations, computations, estimates, certificates, opinions and reports furnished by any consultant, or firm or corporation which employs one or more consultants or advisors. The Committee may, but is not required to, rely upon all records of the Company with respect to any matter or thing whatsoever, and may likewise treat such records as conclusive with respect to all Employees, Participants, Beneficiaries and any other persons whomsoever, except as otherwise provided by law.

1.11 The Committee, the Deferral Authority, the Board or the Company may require satisfactory proof of any matter under this Plan from or with respect to any Employee, director, consultant, Participant or Beneficiary, and no such person shall acquire any rights or be entitled to receive any benefits under this Plan until such proof shall be furnished as so required.

1.12 Any person dealing with the Committee may rely on and shall be fully protected in relying on a certificate or memorandum in writing signed by any Committee member so authorized, or by a quorum of the members of the Committee, as constituted as of the date of such certificate or memorandum, as evidence of any action taken or resolution adopted by the Committee.

1.13 No Employee or director of the Company shall be subject to any liability by reason of or arising from his or her participation in the establishment or administration or operation of the Plan unless he or she acts fraudulently or in bad faith.

1.14 **Indemnification**

1.14.1 To the extent permitted by law, the Company shall indemnify each member of the Deferral Authority, the Committee, and any other Employee or director of the Company who was or is a party, or is threatened to be made a party, to any threatened, pending or completed proceeding, whether civil, criminal, administrative, or investigative, by reason of his or her conduct in the performance in connection with the establishment or administration of the Plan or any amendment or termination of the Plan.

1.14.2 This indemnification shall apply against expenses including, without limitation, attorneys fees and any expenses of establishing a right to indemnification hereunder, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, except in relation to matters as to which he or she has acted fraudulently or in bad faith in the performance of such duties.

1.14.3 The termination of any proceeding by judgment, order, settlement, conviction, upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the person acted fraudulently or in bad faith in the performance of his or her duties.

1.14.4 Expenses incurred in defending any such proceeding may be advanced by the Company prior to the final disposition of such proceeding, upon receipt of an undertaking by or on behalf of the recipient to repay such amount, unless it shall be determined ultimately that the recipient is entitled to be indemnified as authorized in this Section 12.8.

1.14.5 The right of indemnification set forth in this Section 12.8 shall be in addition to any other right to which any Committee member or other person may be entitled as a matter of law, by corporate bylaws or otherwise.

2. Limitation on Rights of Participants

2.5 If a Participant is an employee of the Company, such employment is not for any specific term and may be terminated by the Participant or Company at any time, for any reason, with or without cause. Neither this Plan nor any election to defer compensation hereunder shall be held or construed to confer on any person any legal right to be continued as an Employee, consultant or director of the Company; nor to constitute any promise or commitment by the Company regarding future positions, future work assignments, future compensation or any other term or condition of employment or affiliation.

3. Non-Transferability

3.2 No right to payment under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or charge and any attempt to anticipate, alienate, sell, assign, pledge, encumber, or charge the same shall be void. No right to payment shall in any manner be liable for, or subject to, the debts, contracts, liabilities or torts of the person entitled thereto.

4. Restriction Against Assignment

4.3 The Participant or Beneficiary shall not have the power to transfer, assign, anticipate, modify, or otherwise encumber in any manner whatsoever any of the payments that will become due pursuant to this Plan, nor shall said payments be subject to attachment, garnishment or execution, or be transferable by operation of law in event of bankruptcy or insolvency.

5. Forfeiture

5.5 In the event that the Committee is unable to locate a Participant or Beneficiary to whom benefits are payable hereunder after mailing a notice to the Participant’s or Beneficiary’s last known address, and such inability lasts for a period of three (3) years, then any remaining benefits payable hereunder shall be forfeited to the Company and no Participant or Beneficiary shall have any right to further benefits from the Plan, even if subsequently located.

6. Mailing of Payments

6.5 All payments under the Plan shall be delivered in person or mailed to the last address of the Participant (or, in the case of the death of the Participant to that of any other person entitled to such payments under the terms of the Plan). Each Participant shall be responsible for furnishing the Committee with his or her correct current address and the correct current name and address of his or her Beneficiary.

7. Governing Law

7.1 All legal questions pertaining to the Plan shall be determined in accordance with the laws of Delaware, excluding its rules governing conflicts of laws. Without limiting Section 21, it is intended that this Plan be administered and interpreted in a manner consistent with the applicable requirements of Code Section 409A.

8. Illegality of Particular Provision

8.1 If any particular provision of this Plan shall be found to be illegal or unenforceable, such provision shall not affect the other provisions thereof, but the Plan shall be construed in all respect as if such invalid provision were omitted.

9. Interpretation

9.1 Section headings are for convenient reference only and shall not be deemed to be part of the substance of this instrument or in any way to enlarge or limit the contents of any article or section.

10. Tax Effects

10.1 The Company makes no representations or warranties as to the tax consequences to a Participant or to a Participant's Beneficiary from Deferrals hereunder or the subsequent receipt of any benefits as a result thereof. Each Participant must rely solely on his or her own tax advisor with respect to the tax consequences arising from the Deferrals or the receipt of benefits hereunder, or from any other related transaction. All distributions of benefits shall be subject to applicable tax withholding requirements.

11. Receipt or Release

11.1 Any payment to any Participant or Beneficiary in accordance with the provisions of this Plan shall, to the extent thereof, be in full satisfaction of all claims against the Committee and the Company, and the Committee may require such Participant or Beneficiary, as a condition precedent to such payment, to execute a receipt and release to such effect.

12. Records

12.1 The records of the Company with respect to the Plan shall be conclusive on all Participants, Beneficiaries, and all other persons whomsoever.

13. Arbitration

13.1 Any person disputing a decision of the Committee shall submit such dispute to binding arbitration pursuant to the rules of the American Arbitration Association, to be held in Fairfax County, Commonwealth of Virginia. In any arbitration with respect to a decision or action of the Committee taken before a Change in Control, the losing party in such arbitration proceedings shall bear the costs of arbitration, and each party shall bear its own attorneys' fees. In any arbitration with respect to a decision or action of the Committee taken after a Change in Control, the Company shall bear the costs of arbitration (other than attorneys' fees), and the arbitrator may make an award of attorneys' fees; any such award shall be made according to the then-prevailing standards for judicial awards of attorneys' fees applicable to civil actions brought under the Employee Retirement Income Security Act of 1974, as amended.

14. Recoupment of Awards

14.1 Notwithstanding any other provision herein including, but not limited to, Sections 9, 10.2, 10.3, and 12.1 and notwithstanding any other provisions in any Deferral election or other agreement with respect to the Plan, payments made under the Plan and Accounts under the Plan shall be subject to recoupment or reduction by the Company pursuant to the Company's recoupment policy originally adopted on June 18, 2009 by the Human Resources and Compensation Committee of the Board, as such policy may subsequently be amended (the "Recoupment Policy"). Although consent to the Recoupment Policy by a Participant is not a prerequisite to the effectiveness of the Recoupment Policy with respect to the Participant, the filing of an election by a Participant with respect to any Deferral under the Plan shall be deemed to constitute consent by the Participant to the terms and conditions of the Recoupment Policy with respect to the Participant's Deferrals and any and all prior Deferrals under the Plan. For purposes of clarity, to the extent provided by the Recoupment Policy, a Participant may be required to return certain payments of Plan benefits made to the Participant, and payments that otherwise would have been made to the Participant with respect to the Participant's Account under the Plan may be reduced or entirely eliminated. Such actions may be taken pursuant to the Recoupment Policy without regard to whether such payments and the Participant's Account were otherwise vested.

LEIDOS, INC.

By:

/s/ Sarah K Allen

Name: Sarah K. Allen

Title: Chief Human Resource Officer

LEIDOS, INC.

KEY EXECUTIVE STOCK DEFERRAL PLAN

Amendment and Restatement Effective January 1, 2016

Table of Contents

LEIDOS, INC.

KEY EXECUTIVE STOCK DEFERRAL PLAN

ARTICLE I
PURPOSE AND EFFECTIVE DATE

This Plan is an unfunded, deferred compensation arrangement established by Leidos, Inc. (the "Company") to provide selected Employees and Directors with a method of supplementing their retirement income by deferring a portion of their compensation and to make an indirect investment in Company Stock through a "rabbi trust" vehicle. The Plan is effective as of January 4, 1996, and was amended and restated effective January 1, 2005 to comply with Section 409A of the Code and amended and restated effective September 27, 2013. This amendment and restatement, effective January 1, 2016, includes Amendment No. 1 to the Plan, effective as of January 1, 2015, and Amendment No. 2 to the Plan, effective as of January 1, 2016.

ARTICLE II
DEFINITIONS

Whenever the following terms are used in the Plan they shall have the meaning specified below, unless the context indicates clearly to the contrary.

2.1. **Account.** The Account maintained for bookkeeping purposes by the Committee with respect to each Participant to evidence the Participant's Deferrals of Deferrable Amounts hereunder, to record the number of Share Units credited as a result of such deferrals, to record the Participant's Ordinary Dividend Equivalent Amounts, and to record the number of Share Units credited as a result of such Ordinary Dividend Equivalent Amounts. Separate Accounts shall be established to record amounts deferred into a Retirement/Termination Account (and any Ordinary Dividend Equivalent Amounts with respect thereto) with respect to Plan Years beginning before December 31, 2014 (the "Pre-2015 Account"), and with respect to Plan Years beginning on or after January 1, 2015 (the "Post-2014 Account") which shall include a Retirement/Termination Account and up to five Specified Date Accounts. Except where the context indicates otherwise, references to Account shall include any or all such Accounts.

2.2. **Beneficiary.** The person or persons properly designated by the Participant, in accordance with Section 9.3, to receive the benefits provided herein upon death of the Participant.

2.3. **Board**. The Board of Directors of Leidos, Inc., or its ultimate parent corporation, if any.

2.4. **Bonus Compensation Plan**. The Company's 1984 Bonus Compensation Plan, and any successor plan, including the Equity Incentive Plan.

2.5. **Code.** The Internal Revenue Code of 1986, as amended.

2.6. **Committee.** The committee composed of such members as shall be appointed from time to time by the Board to administer the Plan.

2.7. **Company.** Leidos, Inc. (or its ultimate parent corporation, if any). In addition, unless the context indicates otherwise, as used in this Plan the term Company shall also mean and include any direct or indirect subsidiary of the Company which has been approved by the Deferral Authority for participation in this Plan by its Employees.

2.8. Company Stock. The common stock of Leidos Holdings, Inc., par value $0.0001 per share, or any other security (including preferred stock) of the Company or the Company's ultimate parent corporation, if any, designated as Company Stock by the Committee.

2.9. Deferral. The amount of Deferrable Amounts a Participant has deferred in accordance with Section 3.2 or which is designated as a Deferral under this Plan in connection with an Employee's offer letter for employment with the Company. Deferrals shall be denominated as Share Units.

2.10. Deferral Authority. The individual or group of individuals appointed by the Board to determine which Employees are eligible to make Deferrals and to participate in the Plan.

2.11. Deferrable Amount(s). Amounts determined by the Committee to be eligible for deferral hereunder, including (i) annual cash bonuses, if any, payable to an Employee under the Officer's Incentive Plan, the Executive Incentive Plan, the Key Contributor Incentive Program and the Merit Recognition Bonus Program, (ii) sign-on bonuses (cash or vested stock) for new hires, (iii) vested stock bonuses, if any, payable to an Employee or Director, (iv) Directors' fees, or (v) other eligible payments as determined by the Committee. For purposes of clarity, non-annual "spot" bonuses, retention bonuses, and other incentives payable to an Employee or Director do not constitute Deferrable Amounts hereunder. In no way does the operation of this Plan obligate the Company to pay any bonus or continue any compensation program.

2.12. Director. A member of the Board, other than a Director Emeritus, or a member of the Board of Directors of any subsidiary or affiliate thereof which has been approved by the Deferral Authority for participation in this Plan by its Employees or Directors.

2.13. Distribution Date. The date when distributions of Deferrals with respect to Plan Years beginning prior to December 31, 2014 begin under the Plan, as specified in Section 7.1.

2.14. Dividend Account. The portion of a Participant's Account maintained by the Committee to record the Participant's Ordinary Dividend Equivalent Amounts.

2.15. Employee. A management or highly compensated employee of the Company.

2.16. Equity Incentive Plan. The 2006 Equity Incentive Plan and any successor plan.

2.17. Fair Market Value.

1) If the Company Stock is being valued in connection with a transaction (such as the crediting of amounts to an Account or a distribution) for which the Committee determines there is a corresponding transaction by the Trust, the net price per share of Company Stock purchased or the net proceeds per share of Company Stock sold in the transaction by the Trust, in each case including all expenses of such transaction by the Trust.

2) If paragraph (1) does not apply, (a) the closing price of the Company Stock on the New York Stock Exchange on the date for which the fair market value is determined, or, if there is no trading of the Company Stock on such date, then the closing price of the Company Stock on the New York Stock Exchange on the next preceding date on which there was trading in such shares; or (b) if the Company Stock is not listed, admitted or quoted, the Committee may designate such other source of data as it deems appropriate for determining such value for purposes of this Plan.

2.18. **Ordinary Dividend.** All cash dividends or other cash distributions paid by the Company on shares of Company Stock.

2.19. **Ordinary Dividend Equivalent Amount.** The amount of Ordinary Dividends credited by the Company to a Participant's Account. Such amount to be equal to the per share Ordinary Dividend paid by the Company on its Company Stock multiplied by the number of Share Units credited to the Participant's Account as of the related dividend payment record date.

2.20. **Participant.** An Employee or Director designated by the Deferral Authority for participation in the Plan who timely files an election to participate and makes or receives Deferrals hereunder.

2.21. **Plan**. The Leidos, Inc. Key Executive Stock Deferral Plan, as set forth herein and as amended from time to time.

2.22. **Plan Year**. January 1 through December 31.

2.23. **Retirement Date**. The date of an Employee's termination of employment from the Company or a Director's ceasing to be an active Director as determined by the Committee, on or after attaining age 59 ½. Effective January 1, 2005, a Retirement Date shall not occur unless the Employee or Director has had a Separation From Service.

2.24. **Retirement/Termination Account**. The Account established by the Committee for a Participant to record Deferrals made with respect to Plan Years beginning on or after January 1, 2015 that are payable upon the Participant's Separation from Service.

2.25. **Separation From Service**. The death, retirement or termination of the Employee's employment with the Company, or in the case of a Director, ceasing to perform services for the Company as a member of the Board. This definition of Separation From Service shall be interpreted and construed in a manner intended to comply with Code Section 409A and the published authorities thereunder.

2.26. **Share Unit**. The interest of a Participant in a share of Company Stock held in the Participant's Account. A full Share Unit shall be equivalent to a full share of Company Stock, and a partial Share Unit shall be equivalent to the corresponding fraction of a share of Company Stock.

2.27. **Specified Date Account**. The Account(s) established by the Committee for a Participant to record Deferrals made with respect to Plan Years beginning on or after January 1, 2015 that are payable at a specified future date designated by the Participant. Unless the Committee determines otherwise, a Participant may establish no more than five (5) Specified Date Accounts.

2.28. Termination of Affiliation. Any termination of employment with the Company by an Employee, as determined by the Committee, whether by reason of death, disability, voluntary resignation, layoff, discharge or otherwise, prior to attaining age 59 ½ and, in the case of a Director, ceasing to be an active Director prior to attaining age 59 ½. The Committee shall have the discretion to establish rules and make determinations as to what constitutes a Termination of Affiliation including, without limitation, change of status (e.g., part-time, consulting Employee, etc.) or leave of absence. Notwithstanding the foregoing, a Termination of Affiliation shall not occur unless the Employee or Director has had a Separation From Service.

2.29. Trust. The Leidos, Inc. Key Executive Stock Deferral Trust established by the Company to hold assets used by the Company to provide for benefits to Participants and Beneficiaries under the Plan.

2.30. Trustee. Wachovia Bank or such successor trustee as shall be appointed pursuant to the Trust instrument.

ARTICLE III

PARTICIPATION

3.1. Designation by Deferral Authority. The Deferral Authority in its sole discretion shall designate those Employees or Directors who are to be eligible to participate in the Plan with respect to Deferrals for a particular Plan Year or with respect to a particular Deferrable Amount or Amounts. Designating an individual as eligible to participate in the Plan for a particular Plan Year or with respect to a particular Deferrable Amount shall not require the Deferral Authority to designate such individual for any subsequent Plan Year or with respect to any subsequent Deferrable Amounts. The designation of eligibility by the Deferral Authority may be made in such manner as determined by the Deferral Authority, including, without limitation, establishment of criteria such as compensation level or level or authority.

3.2. Deferral Elections.

a) An eligible Employee or Director shall not become a Participant in the Plan unless and until he or she has executed and delivered to the Committee a Deferral election, including any forms or agreements as may be prescribed by the Committee, and the Committee shall have accepted such Deferral election and/or additional forms or agreements. Participation in the Plan and any elections made by a Participant, including Deferral elections and elections as to form of distribution under Article(s) VII or VIII, is conditioned on the Participant executing an agreement with the Company, in a manner prescribed by the Committee, relating to the Company's right of repurchase of Company Stock (to the extent applicable) and such other matters as the Committee shall prescribe. To initially participate in the Plan, the Employee or Director must submit his or her Deferral election, including any forms or agreements prescribed by the Committee, during the applicable Deferral election period established by the Committee. The last day of the Deferral election period for any Deferrable Amounts other than "performance-based compensation" (as defined below) shall be no later than the last day of the calendar year prior to the first calendar year during which the Employee or Director performs services for which such Deferrable Amount is earned. Except as otherwise provided by the Committee and communicated to Participants, a Participant's election shall be carried forward automatically to future Plan Years for which the Participant is eligible to participate unless, during the applicable election period for such future Plan Year, the Participant elects to modify or cancel the prior election under procedures established by the Committee. In addition to amounts deferred pursuant to a Deferral election, additional Deferrals may be credited to a Participant's Account pursuant to the terms of an offer letter with an Employee made at the time of commencement of employment with the Company, as determined and approved by the Deferral Authority in its sole discretion. Furthermore, the Committee may to the extent consistent with satisfying Code Section 409A, permit an Employee or Director to make a Deferral election prior to or within 30 days following the date the Employee or Director first becomes eligible to participate in the Plan, as indicated by the effective date of his status change in the Plan's records. Such a Deferral election shall be with respect to compensation earned for services performed after the election.

b) If a Deferrable Amount constitutes "performance-based compensation," then the Committee may, but need not, delay the last day of the Deferral election period. The last day of the Deferral election period with respect to any Deferrable Amount which is considered to be performance-based compensation shall be no later than six (6) months before the end of the service period over which such Deferrable Amount is earned. For this purpose, "performance-based compensation" means compensation where the amount of or entitlement to the compensation is contingent on the satisfaction of pre-established written performance criteria relating to a performance period of at least twelve (12) consecutive months, provided that performance-based compensation does not include any amount that will be paid regardless of performance, or based upon a level of performance that is substantially certain to be met at the time the criteria is established. Performance-based compensation must also meet any other applicable requirements established under authority issued pursuant to Code Section 409A.

c) With respect to Deferrals made for Plan Years commencing prior to January 1, 2015, a Participant elected on his or her initial Deferral election the form of distribution to be applied with respect to his or her Retirement distribution (if any) from among the forms of distribution specified in Section 7.3(b). With respect to Deferrals made for Plan Years commencing on or after January 1, 2015, a Participant shall allocate his or her Deferrals for a Plan Year to the Retirement/Termination Account and/or to one or more Specified-Date Accounts, and shall specify the form of distribution applicable to each such Account.

d) If no allocation is made pursuant to Section 3.2(c) above, all Deferrals for a Plan Year shall be allocated to the Retirement/Termination Account of the Participant. If no form of distribution is elected, the form of distribution shall be a single lump sum payment.

3.3. **Amounts Subject to Deferral**. The total Deferrals elected for a particular Plan Year may be in an amount up to a specified percentage of Deferrable Amounts, such maximum percentage to be up to one hundred percent (100%) as determined by the Deferral Authority.

3.4. **Deferral Election Irrevocable**. Any Deferral election by a Participant for a particular Plan Year shall be irrevocable for that Plan Year following the end of such Plan Year's Deferral election period.

3.5 Deferrals May be Held in Trust.

a) With respect to Deferrals before January 1, 2005, within a reasonable period of time following the date on which a Deferrable Amount would have been paid to a Participant but for the Deferral hereunder, the Company shall contribute, to the Trust, Company Stock or money in an amount sufficient to purchase shares of Company Stock equal in value (based, prior to any public offering of Company Stock, on the then prevailing Formula Price as determined under the Company's Certificate of Incorporation) to the Deferral. The Trustee shall apply such contribution toward the purchase of Company Stock in accordance with directions of the Committee and terms of the Trust and the Participant shall be credited with the applicable number of Share Units.

b) Effective January 1, 2005, contributions to the Trust with respect to Deferrals shall be made only if the Company, in its sole discretion, determines to make such contributions. Regardless of whether the Company makes contributions to the Trust with respect to Deferrals, the Participant shall be credited with a number of Share Units equal to the Deferral. If it becomes necessary to determine the value of a full or partial Share Unit prior to any public offering of Company Stock, such value shall be based on the then prevailing Formula Price (as determined under the Company's Certificate of Incorporation) as of the date the Deferrable Amount would have been paid to the Participant but for the Deferral hereunder. Following any public offering of Company Stock, such value shall be determined according to the Fair Market Value of the Company Stock as of the date the Deferrable Amount would have been paid to the Participant but for the Deferral hereunder. However, for Deferrals made by Directors, such value shall be determined according to the Fair Market Value of the Company Stock as of the third business day of the calendar quarter following the calendar quarter in which the Deferrable Amount was earned by the Director.

ARTICLE IV

TRUST FUND

4.1. Trust Fund Established. The Company has established the Trust pursuant to a trust agreement under which the Trustee will hold and administer in trust all assets deposited with the Trustee in accordance with the terms of this Plan. The Board shall have the authority to select and remove the Trustee to act under the Trust agreement, and to enter into new or amended trust agreements as it deems advisable.

4.2. Company, Board, Deferral Authority, Committee and Trustee Not Responsible for Adequacy of Trust Fund. Neither the Company, Board, Deferral Authority, Committee nor Trustee shall be liable or responsible for the adequacy of the funds held in the Trust to meet and discharge any or all payments and liabilities hereunder. All Plan benefits will be paid from the Trust assets or by the Company to the extent not paid from Trust assets, and neither the Board, Deferral Authority, Committee nor Trustee shall have any duty or liability to pay such benefits or furnish the Trust with any funds, securities or other assets.

4.3. <u>Invasion of Trust by Creditors</u>. If assets of the Trust should be reduced due to action of the Company's creditors, as provided in the Trust document, the Committee shall reduce each Account for which the Trust held assets on a pro rata basis to reflect such reduction in Trust assets, and the Company shall have no obligation to replace such lost assets.

4.4. <u>Trust Expenses</u>. Expenses of the Trust which are not paid by the Company shall be applied to reduce each Account for which the Trust holds assets on a pro rata basis.

ARTICLE V

ACCOUNTS

5.1. <u>Committee to Maintain Accounts</u>. The Committee shall open and maintain a separate Account for each Participant to record the Deferrals made by the Participant and the number of Share Units credited as a result of the Deferrals. Deferrals shall be credited to the Participant's Account as of the date the compensation would have otherwise been paid to Participant. Notwithstanding anything to the contrary herein, if a Participant Separates from Service under circumstances that would trigger an immediate lump sum distribution of all of the Participant's Accounts under Articles VII and VIII, or if an immediate lump sum distribution of all of the Participant's Accounts is made under Section 9.6 upon a Participant's Separation from Service (excluding Participants for whom an immediate payment is not permitted in accordance with Section 7.3(f) or 8.1(e)), then any Deferrals that would otherwise have been credited to the Participant's Account under the Plan shall not be so credited, but shall instead be distributed to the Participant on the date the Deferral would otherwise have been made.

5.2. <u>Additional Accounting Procedures</u>. The Committee shall establish and may amend from time to time additional accounting procedures for the purpose of making allocations, distributions, valuations and adjustments to Accounts, and to allocate Trust earnings expenses and losses to such accounts. A Participant or Beneficiary shall have no contractual or other right to have a particular accounting procedure or convention apply, or continue to apply, and the Committee shall be free to alter any such procedure or convention without notice or obligation to any Participant or Beneficiary.

5.3. <u>Limitation on Benefits.</u> Benefits payable to a Participant or Beneficiary under the Plan shall be limited to the vested Account balance credited to such Participant or Beneficiary.

5.4. Vesting of Account Balances. A Participant's Account balance shall be one hundred percent (100%) vested except with respect to the portion of the Account balance attributable to vesting bonuses awarded under the Bonus Compensation Plan. Such portion of a Participant's Account balance shall become vested (and the nonvested portion forfeited) at the time or times the bonus would have become vested (and the nonvested portion forfeited) under the Bonus Compensation Plan without regard to deferral under this Plan. The Share Units represented by such forfeited portion shall be returned to the Company or reallocated in accordance with the Committee's directions and the terms of the Trust.

5.5. Ordinary Dividend Equivalents. As of any date that the Company pays an Ordinary Dividend, each Participant's Dividend Account shall be credited with an Ordinary Dividend Equivalent Amount. Such Ordinary Dividend Equivalent Amount shall be credited to each Participant's Account in the form of a number of Share Units (including partial Share Units) determined by dividing the Participant's Ordinary Dividend Equivalent Amount (expressed in dollars) by the Fair Market Value of a share of Company Stock as of the crediting date. Amounts credited to a Participant's Dividend Account shall be fully vested at all times; provided, however, that amounts credited to a Participant's Dividend Account with respect to the portion of the Account balance attributable to bonuses of vesting restricted stock units shall vest (or be forfeited) in accordance with the provisions of Section 5.4.

ARTICLE VI

RIGHTS IN ACQUIRED STOCK

6.1. Power to Vote Stock Rests With Trustee. The power to vote any stock held by the Trustee shall rest solely with the Trustee, who shall vote such stock in the same proportion that the other shareholders vote their shares of stock of the Company. For purposes of this Section 6.1, in determining how other shareholders voted, the Trustee shall take into account the votes of shareholders with respect to all classes of voting stock, including but not limited to Class A and Class B Common Stock.

6.2. Tender Offers. In the case of a tender offer for the Company Stock, the Trustee shall tender the shares of Company Stock held by the Trust only if more than fifty percent (50%) of the shares of Company Stock held outside the Trust are tendered by the shareholders.

6.3. Dividends. All Ordinary Dividends on Company Stock held in Trust shall be held by the Trustee and reinvested as directed by the Committee.

ARTICLE VII

DISTRIBUTIONS OF DEFERRALS MADE WITH RESPECT TO PLAN YEARS COMMENCING PRIOR TO JANUARY 1, 2015

7.1. Time of Commencement of Distribution. Subject to the acceleration provisions of Article VIII, the balance credited to a Participant's Account shall be distributed, or commence to be distributed, to the Participant on the first to occur of the following events:

a) the Participant's Retirement Date; or

b) the date of the Participant's Termination of Affiliation with the Company.

7.2. Form of Distribution. Each distribution shall be made in the form of Company Stock, except that fractional Share Units shall, as determined according to procedures established by the Committee, be distributed in kind as fractional shares or applied towards satisfying tax withholding obligations with respect to Participants’ distributions. A Participant shall have no right to request a cash distribution.

7.3. Methods of Distribution.

a) Lump Sum on Death. If a Participant dies having an Account balance (regardless of whether distributions have begun under the Plan), the remaining balance in the Participant's Account shall be paid in the form of a lump sum to the Beneficiary or Beneficiaries designated in accordance with Section 9.3, or as otherwise provided in Sections 9.3 and 9.4, within a reasonable period following the date when the Committee receives notice of the Participant's death.

b) Election for Retirement Distributions. Subject to the acceleration provisions in Article VIII, distributions made on account of a Participant's Retirement Date shall be made to the Participant in accordance with a valid election made by the Participant under this subsection (b). The Participant may elect in a manner prescribed by the Committee to have his or her Account paid in one of the following forms:

1) A lump sum payment of the entire Account Balance; or

2) A series of annual payments over a five (5) or ten (10) year period. Each installment shall include one-fifth or one-tenth, as applicable, of the number of shares of Company Stock distributable to the Participant. Effective for new Participants making Deferral elections for the 2004 and subsequent Plan years, a series of annual payments over a fifteen (15) year period shall be an available option for distributions following the Participant’s Retirement Date. Each installment shall include one-fifteenth of the number of shares of Company Stock distributable to the Participant.

In the event Participant elects a lump sum payment as described in Section 7.3(b)(1) and Participant has an Account balance attributable to vesting bonuses under the Bonus Compensation Plan that will continue vesting after such lump sum payment, additional distributions shall be made within a reasonable period of time following each date Share Units vest. In the event Participant elects a series of annual payments as described in Section 7.3(b)(2) and Participant has an Account balance attributable to vesting bonuses under the Bonus Compensation Plan that will continue vesting after any annual distribution of Participant’s Account balance occurs, any Share Units that vest after a distribution will be added to the Account balance and distributed ratably over the remaining series of annual payments.

Effective January 1, 2005, a Participant’s election of the form of distribution shall be made at the time the Participant first makes a Deferral election. Such election of form of distribution shall be applicable to all subsequent Deferral elections by the Participant.

c) Change of Distribution Election. Except as set forth in this Section 7.3(c), a Participant’s election of form of distribution shall be irrevocable. Each of the forms of distribution set forth in Section 7.3(b) shall be considered a single payment for purposes of Code Section 409A. Accordingly, Participants shall be allowed to make a new form of distribution election, provided that the following requirements are satisfied:

1) the election does not take effect until at least twelve (12) months after the date the election is made, and the election must be made at least twelve (12) months prior to the date the first payment would be made to the Participant absent the election; and

2) the commencement date of the first payment to the Participant shall be five (5) years following the date the payment would have commenced absent the change in the Participant’s election.

Any attempt to change a distribution election that does not satisfy these requirements shall be void.

d) Other Distributions. Distributions other than those specified in subsection (a) or (b) above shall be made as a lump sum within a reasonable period of time following a Participant's Termination of Affiliation.

e) Default Distribution. If the Participant fails to make a valid election as described in subsection (b), the Participant's Account shall be distributed in full as a lump sum payment within a reasonable period of time following the Distribution Date. If Participant has an Account balance attributable to vesting bonuses under the Bonus Compensation Plan that will continue vesting after such lump sum payment is made, additional distributions shall be made within a reasonable period of time following each date Share Units vest.

f) Notwithstanding the foregoing, if any stock of the Company is publicly traded on an established securities market, the distribution to any Participant who is a “specified employee” under Code Section 409A(a)(1)(B)(i) shall not be made (or commence to be made in the case of installment payments) before the earlier of (i) the date which is six (6) months after such Participant’s Separation From Service or (ii) the date of the Participant’s death. For any twelve (12) month period commencing April 1 and ending March 31, an Employee is a “specified employee” if the Employee was a “key employee” at any time during the calendar year ending before such April 1. A key employee is defined in Code Section 416(i) without regard to Code Section 416(i)(5).

g) Notwithstanding Section 7.3(c), pursuant to a transition rule issued by the Internal Revenue Service under Code Section 409A, each Participant who has not had a Separation from Service as of December 31, 2006, shall be permitted to elect among the forms of distribution specified in Section 7.3(b) with respect to distributions made on account of the Participant’s Retirement Date. The elections under this Section 7.3(g) shall be made pursuant to rules prescribed by the Committee, but shall in no event be made after December 31, 2006. If a Participant does not make an election under this subsection (g), then the Participant’s previous election among forms of distribution shall continue to apply.

ARTICLE VIII
DISTRIBUTIONS OF DEFERRALS MADE WITH RESPECT TO PLAN YEARS COMMENCING ON OR AFTER JANUARY 1, 2015

8.1. **<u>Distribution of Retirement/Termination Account</u>**. A Participant who has a Separation from Service shall receive a distribution of the balance of his or her Retirement/Termination Account, valued as of the end of the month in which such Separation from Service occurred, or such other date as the Company determines, in the month following the month of Separation from Service. Each distribution shall be made in the form of Company Stock, except that fractional shares shall, as determined according to procedures established by the Committee, be distributed in kind as fractional shares or applied towards satisfying tax withholding obligations with respect to Participants' distributions. A Participant shall have no right to request a cash distribution.

a) The Participant shall elect from among the forms of distribution specified in paragraph (b) the form of distribution that will apply to the Retirement/Termination Account. The election shall be made on the Deferral election form submitted for the Plan Year commencing on January 1, 2015, or, if later, on his or her initial Deferral election form. If no form of distribution is elected, the form of distribution shall be a single lump sum payment.

b) A Participant may elect that his or her Retirement/Termination Account be distributed in a single lump sum, or in annual installments over 5, 10 or 15 years. Distribution shall be made or commence in the month following the month of Separation from Service, and subsequent installments shall be made on the anniversary of the date the first installment is paid. Each installment shall be one-fifth, one-tenth, or one-fifteenth (as applicable) of the number of shares of Company Stock distributable to the Participant.

c) A Participant may modify the form of distribution elected for the Retirement/Termination Account in accordance with the provisions of Section 8.3. For purposes of Section 8.3, installment payments shall be treated as a single payment.

d) If a Participant dies before the Retirement/Termination Account has been completely distributed, the remaining balance shall be distributed to the Participant's Beneficiary in a single lump sum within 90 days of the Participant's death or as soon thereafter as administratively practicable.

e) Notwithstanding Section 8.1 above, the provisions of Section 7.3(f) of the Plan shall apply to payment of the Retirement/Termination Account with respect to any Participant who is a "specified employee" as defined therein.

8.2. <u>Distribution of Specified Date Account.</u> A Participant who establishes a Specified Date Account shall specify on the Deferral election form with which the Account is established the date on which the balance of the Account shall be distributed or commence to be distributed. For Deferrals that are subject to vesting, the specified date may not be sooner than the beginning of the first Plan Year following the date such amounts become vested. For Deferrals that are 100% vested when made, the specified date may not be sooner than one year after the last day of the Plan Year in which Deferrals will first be allocated to the Account.

a) The Participant shall elect from among the forms of distribution specified in paragraph (b) the form of distribution that will apply to each Specified Date Account. The election shall be made on the Deferral election form for the Plan Year with respect to which the Account is established. If no form of distribution is elected, the form of distribution shall be a single lump sum payment.

b) A Participant may elect that a Specified Date Account be distributed in a single lump sum, or in annual installments over 2 to 5 years. Distribution shall be made or commence in the month following the month in which the date specified in Section 8.2 falls, and subsequent installments shall be made on the anniversary of the date the first installment is paid. Each installment shall be equal to one-half, one-third, one-fourth, or one-fifth (as applicable) of the number of shares of Company Stock distributable to the Participant.

c) A Participant may modify the time or form of distribution elected for a Specified Date Account in accordance with the provisions of Section 8.3. For purposes of Section 8.3, installment payments shall be treated as a single payment.

d) If a Participant has a Separation from Service prior to the complete distribution of a Specified Date Account, the remaining balance will be distributed in a single lump sum, at the same time as any balance in the Participant's Retirement/Termination Account is distributed.

e) If a Participant dies prior to the complete distribution of a Specified Date Account, the remaining balance will be distributed to the Participant's Beneficiary in a single lump sum within 90 days of the Participant's death or as soon thereafter as administratively practicable.

8.3. <u>Modifications to Distribution Elections</u>. Participants shall be allowed to modify the form of distribution elected for the Retirement/Termination Account and/or the time and form of payment elected for one or more Specified Date Accounts, subject to the other provisions of this Section 8.3.

a) A requested modification must be submitted to the Company no later than 12 months prior to the date payments from the applicable Account are scheduled to commence, shall be irrevocable as of the date submitted, and shall take effect 12 months after submission.

b) If a Participant modifies the form of distribution applicable to the Retirement/Termination Account, payment from such Account shall be made or begin on the date that is 5 years following the date payment would have been made or commenced absent the modification. If a Participant modifies the form of distribution applicable to a Specified Date Account, payment from such Account shall be made or begin on the date that is 5 years following the date payment would have been made or commenced absent the modification, unless the Participant specifies a later date. If a Participant modifies the time of distribution applicable to a Specified Date Account, the time specified shall be no earlier than 5 years following the date payment would have been made or commenced absent the modification.

8.4. **Effect of Vesting on Distributions**. In the event Participant elects a lump sum payment of the Retirement/Termination Account or a Specified Date Account and Participant has an Account balance attributable to vesting bonuses under the Bonus Compensation Plan that will continue vesting after such lump sum payment, additional distributions shall be made within a reasonable period of time following each date Share Units vest. In the event a Participant elects a series of annual payments for the Retirement/Termination Account or a Specified Date Account and Participant has an Account balance attributable to vesting bonuses under the Bonus Compensation Plan that will continue vesting after any annual distribution of Participant’s Account balance occurs, any Share Units that vest after a distribution will be added to the Account balance and distributed ratably over the remaining series of annual payments.

ARTICLE IX
PROVISIONS APPLICABLE TO DISSTRIBUTION UNDER ARTICLES VII AND VIII

9.1. Change in Control. All Accounts shall be immediately distributed to the Participants to whom such Accounts belong, upon the occurrence of a Change in Control (as hereinafter defined) of the Company. A “Change in Control” shall be deemed to occur if any person (as such term is defined in Section 3(a)(9) of the Securities Exchange Act of 1934 (the “Exchange Act”)) other than the Company, any subsidiary or employee benefit plan or trust maintained by the Company or subsidiary, during any 12-month period ending on the date of the most recent acquisition by such person, becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of the Company’s stock representing thirty-five percent (35%) or more of the voting power of the Company’s then-outstanding stock; provided, however, that a transaction shall not constitute a Change in Control unless it is a “Change in the ownership or effective control” of the Company, or a change “in the ownership of a substantial portion of the assets” of the Company within the meaning of Code Section 409A. For purposes of the foregoing, a subsidiary is any corporation in an unbroken chain of corporations beginning with the Company if each of the corporations, other than the last corporation in such chain, owns at least fifty percent (50%) of the total voting power in one of the other corporations in such chain.

9.2. Hardship.

a) Notwithstanding the provisions of Articles VII or VIII hereof, a Participant shall be entitled to request a hardship withdrawal of all or any portion of his or her Account. A Participant or legal representative of the Participant must make a written request for a hardship distribution, stating the reasons such withdrawal is necessary because of a financial hardship. The Committee, in its sole discretion, shall determine whether or not to grant the hardship distribution of such Participant’s Account and, in so doing, may rely on the Participant’s statements, and a hardship distribution may be approved without further investigation unless the Committee has reason to believe such statements are false.

b) Effective January 1, 2005, a withdrawal under this Section 9.2 shall be permitted only if the Participant incurs an “unforeseeable emergency” as defined below. Any such distribution shall be limited to the amount for which distribution is reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, State or local income taxes or penalties reasonably anticipated to result from the distribution). For purposes of this Section 9.2(b), an “unforeseeable emergency” is a severe financial hardship of the Participant resulting from (i) an illness or accident of the Participant, the Participant’s spouse or dependent, (ii) the loss of the Participant’s property due to casualty (including the need to rebuild a home following damage to a home to the extent not otherwise covered by insurance), or (iii) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The determination of whether a Participant has an unforeseeable emergency shall be made in accordance with the authorities published pursuant to Code Section 409A.

9.3. Beneficiary Designation.

a) Upon forms provided by the Committee, each Participant shall designate in writing the Beneficiary or Beneficiaries whom such Participant desires to receive the benefits of this Plan, if any, payable in the event of such Participant's death. A Participant may from time to time change his or her designated Beneficiary or Beneficiaries without the consent of such Beneficiary or Beneficiaries by filing a new designation in writing with the Committee. The Committee may rely upon the designation of Beneficiary or Beneficiaries last filed by the Participant in accordance with the terms of this Plan.

b) If the designated Beneficiary does not survive the Participant, or if there is no valid Beneficiary designation, amounts payable under the Plan shall be paid to the Participant's spouse, or if there is no surviving spouse, then to the duly appointed and currently acting personal representative of the Participant's estate. If there is no personal representative of the Participant's estate duly appointed and acting in that capacity within sixty (60) days after the Participant's death, then all payments due under the Plan shall be payable to the person or persons who can verify by affidavit or court order to the satisfaction of the Committee that they are legally entitled to receive the benefits specified hereunder pursuant to the laws of the intestate succession or other legal provision in effect at the Participant's death in the jurisdiction having authority over disposition of the Participant's estate.

9.4. **Distribution to Guardian**. If the Committee shall find that any person to whom any payment is payable under this Plan is unable to care for his or her affairs because of illness or accident, or is a minor, a payment due (unless a prior claim therefore shall have been made by a duly appointed guardian or other legal representative) may be paid to the spouse, a child, a parent, or a brother or sister, or to any custodian, conservator or other fiduciary responsible for the management and control of such person's financial affairs in such manner and proportions as the Committee may determine. Any such payment shall, to the extent thereof, discharge the liabilities of the Company to the Participant or Beneficiary under this Plan.

9.5. **Withholding of Taxes**. To the extent any distribution is subject to withholding taxes, the Committee shall require, as a condition to the payment of such distribution, that the taxes be withheld from such distribution. With respect to amounts paid from the Trust, the Trustee shall deliver the withheld amounts to the Company which shall pay over the withheld taxes as required by law. The Committee may, but need not, allow the Participant to make payment to the Company in the form of a check for such withholding taxes, and the Committee may provide in its discretion for other methods of withholding acceptable to the Company.

9.6. **Small Balance Cashouts.** The Committee may at any time pay the value of the Participant's Accounts in a single lump sum if the balance of all such Accounts (inclusive of all Accounts established under Article VII and Article VIII) is not greater than the applicable dollar amount under Code Section 402(g)(1)(B), provided the payment represents the complete liquidation of the Participant's interest in the Plan. If, at the time of a Separation from Service, the value of a Participant's Accounts is not greater than the applicable dollar amount under Code Section 402(g)(1)(B), such Accounts shall be distributed in a single lump sum payment, provided the payment represents the complete liquidation of the Participant's interest in the Plan.

ARTICLE X

SOURCE OF PAYMENT

10.1. **No Direct Interest in Trust Assets**. All distributions hereunder shall be paid solely from the Trust or from the assets of the Company, as determined by the Company. The Company shall pay any distributions not paid by the Trust. No special or separate funds shall be established and no other segregation of assets shall be made to assure the payment of benefits hereunder. A Participant shall have no right, title, or interest whatever in or to any investments which the Company may make through the Trust to meet its obligations hereunder. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create any kind of a fiduciary relationship between the Company and a Participant or any other person.

ARTICLE XI

PLAN TERMINATION AND AMENDMENT

11.1. **Termination and Amendments**. The Plan shall continue until all amounts credited to the Participants' Accounts have been distributed in accordance with the terms of the Plan. Notwithstanding the foregoing sentence, the Company retains the right to amend or terminate the Plan for any reason, including but not limited to adverse changes in tax laws or the bankruptcy, receivership or dissolution of the Company. In the event of a Plan termination, benefits will be paid out when due under the terms of the Plan. To the extent feasible, the Committee shall use its best efforts to avoid adversely affecting the rights of any existing Participants in the Plan, but prior to a Change in Control, the Committee shall be under no specific duty or obligation in this regard. Following a Change in Control, no amendment or termination of the Plan shall adversely affect any benefits earned by Participants prior to the amendment or termination.

ARTICLE XII

PLAN ADMINISTRATION

12.1. **Committee**. The Plan shall be administered by the Committee. Subject to the provisions of the Plan and the authority granted to the Deferral Authority, the Committee shall have exclusive power to determine the manner and time of Deferrals and payment of benefits to the extent herein provided and to exercise any other discretionary powers granted to the Committee pursuant to the Plan. The decisions or determinations by the Committee shall be final and binding upon all parties, including shareholders, Participants, Beneficiaries and other Employees. The Committee shall have the authority to interpret the Plan, to make factual findings and determinations, to adopt and revise rules and regulations relating to the Plan and to make any other determinations which it believes necessary or advisable for the administration of the Plan. The Committee's discretion shall be as broad and unfettered as permitted by law. Notwithstanding the foregoing, after a Change in Control, any findings, adoption or revision of rules or regulations, interpretations, decisions or determinations made by the Committee (including under Section 12.2) shall not be given any deference by a court or arbitrator, and if challenged by a Participant or Beneficiary, shall be reviewed on a de novo basis.

12.2. **Committee Powers**. The Committee shall have all powers necessary to supervise the administration of the Plan and control its operations. In addition to any powers and authority conferred on the Committee elsewhere in the Plan or by law, the Committee shall have, by way of illustration and not by way of limitation, the following powers and authority;

a) To designate agents to carry out responsibilities relating to the Plan;

b) To employ such legal, actuarial, medical, accounting, clerical and other assistance as it may deem appropriate in carrying out the provisions of this Plan;

c) To administer, interpret, construe and apply this Plan and to decide all questions which may arise or which may be raised under this Plan by any Employee, Participant, Beneficiary or other person whatsoever, including but not limited to all questions relating to eligibility to participate in the Plan, and the amount of benefits to which any Participant may be entitled;

d) To establish rules and procedures from time to time for the conduct of its business and for the administration and effectuation of its responsibilities under the Plan;

e) To establish claims procedures, and to make forms available for filing of such claims, and to provide the name of the person or persons with whom such claims should be filed. The Committee shall establish procedures for action upon claims initially made and the communication of a decision to the claimant promptly and, in any event, not later than sixty (60) days after the date of the claim; the claim may be deemed by the claimant to have been denied for purposes of further review described below in the event a decision is not furnished to the claimant within such sixty (60) day period. Every claim for benefits which is denied shall be denied by written notice setting forth in a manner calculated to be understood by the claimant (1) the specific reason or reasons for the denial, (2) specific reference to any provisions of this Plan on which denial is based, (3) description of any additional material or information necessary for the claimant to perfect his claim with an explanation of why such material or information is necessary, and (4) an explanation of the procedure for further reviewing the denial of the claim under the Plan. The Committee shall establish a procedure for review of claim denials, such review to be undertaken by the Committee. The review given after denial of any claim shall be a full and fair review with the claimant or his duly authorized representative having one hundred eighty (180) days after receipt of denial of his claim to request such review, having the right to review all pertinent documents and the right to submit issues and comments in writing. The Committee shall establish a procedure for issuance of a decision by the Committee not later than sixty (60) days after receipt of a request for review from a claimant unless special circumstances, such as the need to hold a hearing, require a longer period of time, in which case a decision shall be rendered as soon as possible but not later than one hundred twenty (120) days after receipt of the claimant's request for review. The decision on review shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the claimant with specific reference to any provisions of this Plan on which the decision is based; and

f) To perform or cause to be performed such further acts as it may deem to be necessary, appropriate, or convenient in the efficient administration of the Plan.

Prior to a Change in Control, any action taken in good faith by the Committee in the exercise of authority conferred upon it by this Plan shall be conclusive and binding upon the Participants and their Beneficiaries, and all discretionary powers conferred upon the Committee shall be absolute. Following a Change in Control, the actions of the Committee and its exercise of discretionary powers shall be reviewed on a de novo basis if challenged by a Participant or Beneficiary.

12.3. Plan Expenses. Members of the Committee shall serve as such without compensation from the Plan, but may receive compensation from the Company for so serving. All Plan administration expenses shall be borne by the Company or the Trust as determined by the Committee in its sole discretion.

12.4. Reliance Upon Documents and Opinions. The members of the Committee, the Deferral Authority, the Board, and the Company shall be entitled to rely upon any tables, valuations, computations, estimates, certificates, opinions and reports furnished by any consultant, or firm or corporation which employs one or more consultants or advisors. The Committee may, but is not required to, rely upon all records of the Company with respect to any matter or thing whatsoever, and may likewise treat such records as conclusive with respect to all Employees, Participants, Beneficiaries and any other persons whomsoever, except as otherwise provided by law.

12.5. Requirement of Proof. The Committee, the Deferral Authority, the Board, or the Company may require satisfactory proof of any matter under this Plan from or with respect to any Employee, Director, consultant, Participant or Beneficiary, and no such person shall acquire any rights or be entitled to receive any benefits under this Plan until such proof shall be furnished as so required.

12.6. Reliance on Committee Memorandum. Any person dealing with the Committee may rely on and shall be fully protected in relying on a certificate or memorandum in writing signed by any Committee member so authorized, or by a quorum of the members of the Committee, as constituted as of the date of such certificate or memorandum, as evidence of any action taken or resolution adopted by the Committee.

12.7. Limitation on Liability. No Employee or Director of the Company shall be subject to any liability by reason of or arising from his or her participation in the establishment or administration or operation of the Plan unless he or she acts fraudulently or in bad faith.

12.8. Indemnification.

a) To the extent permitted by law, the Company shall indemnify each member of the Deferral Authority, the Committee, and any other Employee or Director of the Company who was or is a party, or is threatened to be made a party, to any threatened, pending or completed proceeding, whether civil, criminal, administrative, or investigative, by reason of his or her conduct in the performance in connection with the establishment or administration of the Plan or any amendment or termination of the Plan.

b) This indemnification shall apply against expenses including, without limitation, attorneys fees and any expenses of establishing a right to indemnification hereunder, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, except in relation to matters as to which he or she has acted fraudulently or in bad faith in the performance of such duties.

c) The termination of any proceeding by judgment, order, settlement, conviction, upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the person acted fraudulently or in bad faith in the performance of his or her duties.

d) Expenses incurred in defending any such proceeding may be advanced by the Company prior to the final disposition of such proceeding, upon receipt of an undertaking by or on behalf of the recipient to repay such amount, unless it shall be determined ultimately that the recipient is entitled to be indemnified as authorized in this Section 12.8.

e) The right of indemnification set forth in this Section 12.8 shall be in addition to any other right to which any Committee member or other person may be entitled as a matter of law, by corporate bylaws or otherwise.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1. Restrictions on Plan Interest.

a) A Participant's interest in this Plan shall be limited to his or her Account and he or she shall have no other interest in any assets of the Company nor any right as against the Company, Deferral Authority or Committee for payment of benefits under this Plan.

b) None of the benefits, payments, proceeds, claims or rights hereunder of any Participant or Beneficiary shall be subject to any claim of any creditor of such Participant or Beneficiary and in particular the same shall not be subject to attachment, garnishment, or other legal process by any creditor of such Participant or Beneficiary.

c) A Participant or Beneficiary shall not have any right to alienate, anticipate, commute, pledge, encumber, or assign any of the benefits or payments or proceeds which he or she may expect to receive, contingently or otherwise, under the Plan.

d) A Participant's and Beneficiary's interest in this Plan and his or her Account in the Trust are subject to the claims of the Company's creditors as provided in the Trust. Each Participant and Beneficiary shall, however, be considered a general creditor of the Company with respect to his or her Account, so that if the Company should become insolvent, the Participant or Beneficiary will have a claim against the Company and Trust assets equal to that of the Company's other general creditors (regardless of whether assets are removed from the Trust by a trustee in bankruptcy).

e) Whenever a provision of this Plan restricts or limits a Participant or a Participant's Account, benefit or distribution, such limitation shall also apply to a Beneficiary unless otherwise specified.

13.2. No Enlargement of Employee Rights.

a) This Plan is strictly a voluntary undertaking on the part of the Company and shall not be deemed to constitute a contract between the Company and any Employee or Director, or be consideration for, or an inducement to, or a condition of, the employment of any Employee or affiliation of any Director.

b) The employment of any Employee is not for any specified term and may be terminated by any Employee or by the Company at any time, for any reason, with or without cause. Nothing contained in the Plan shall be deemed to give any Employee the right to be retained in the employ of the Company, to constitute any promise or commitment by the Company regarding future positions, future work assignments, future compensation or any other term or condition of employment or to interfere with the right of the Company to discharge or retire any Employee at any time.

c) No person shall have any right to any benefits under this Plan, except to the extent expressly provided herein.

13.3. Rights of Repurchase and First Refusal for the Company. Any Company Stock distributed from the Plan may be subject to a right of repurchase and right of first refusal by the Company, as well as any conditions, limitations or restrictions contained in an agreement specified in Section 3.2. The terms and conditions of the right of repurchase and right of first refusal to the extent applicable, shall be in addition to those applied to Company Stock by the Restated Certificate of Incorporation of Leidos Holdings, Inc., as amended.

13.4. Mailing of Payments. All payments under the Plan shall be delivered in person or mailed to the last address of the Participant (or, in the case of the death of the Participant to that of any other person entitled to such payments under the terms of the Plan). Each Participant shall be responsible for furnishing the Committee with his or her correct current address and the correct current name and address of his or her Beneficiary.

13.5. Inability to Locate Participant or Beneficiary. In the event that the Committee is unable to locate a Participant or Beneficiary to whom benefits are payable hereunder after mailing a notice to the Participant's or Beneficiary's last known address, and such inability lasts for a period of three (3) years, then any remaining benefits payable hereunder shall be forfeited to the Company and no Participant or Beneficiary shall have any right to further benefits from the Plan, even if subsequently located.

13.6. Governing Law. All legal questions pertaining to the Plan shall be determined in accordance with the laws of Delaware, excluding its rules governing conflicts of laws. Without limiting Section 13.9, it is intended that this Plan be administered and interpreted in a manner consistent with the applicable requirements of Code Section 409A, and further that the Plan be interpreted in a manner that satisfies the applicable requirements of Rule 16b-3 promulgated under the Exchange Act, so that elective deferrals will be entitled to the benefits of Rule 16b-3 or other exemptive rules under Section 16 of the Exchange Act and will not be subjected to avoidable liability thereunder.

13.7. Illegality of Particular Provision. If any particular provision of this Plan shall be found to be illegal or unenforceable, such provision shall not affect the other provisions thereof, but the Plan shall be construed in all respect as if such invalid provision were omitted.

13.8. Interpretation. Section headings are for convenient reference only and shall not be deemed to be part of the substance of this instrument or in any way to enlarge or limit the contents of any article or section.

13.9. Tax Effects. The Company makes no representations or warranties as to the tax consequences to a Participant or to a Participant's Beneficiary from Deferrals hereunder or the subsequent receipt of any benefits as a result thereof. Each Participant must rely solely on his or her own tax advisor with respect to the tax consequences arising from the Deferrals or the receipt of benefits hereunder, or from any other related transaction.

13.10. Receipt or Release. Any payment to any Participant or Beneficiary in accordance with the provisions of this Plan shall, to the extent thereof, be in full satisfaction of all claims against the Committee and the Company, and the Committee may require such Participant or Beneficiary, as a condition precedent to such payment, to execute a receipt and release to such effect.

13.11. Records. The records of the Company with respect to the Plan shall be conclusive on all Participants, Beneficiaries, and all other persons whomsoever.

13.12. Arbitration. Any person disputing a decision of the Committee shall submit such dispute to binding arbitration pursuant to the rules of the American Arbitration Association, to be held in Fairfax County, Commonwealth of Virginia. In any arbitration with respect to a decision or action of the Committee taken before a Change in Control, the losing party in such arbitration proceedings shall bear the costs of arbitration, and each party shall bear its own attorneys' fees. In any arbitration with respect to a decision or action of the Committee taken after a Change in Control, the Company shall bear the costs of arbitration (other than attorneys' fees), and the arbitrator may make an award of attorneys' fees; any such award shall be made according to the then-prevailing standards for judicial awards of attorneys' fees applicable to civil actions brought under the Employee Retirement Income Security Act of 1974, as amended.

13.13. Recoupment of Awards. Notwithstanding any other provision herein including, but not limited to, Sections 9, 11.1, 12.1 and 13.1(b), and notwithstanding any other provisions in any Deferral election or other agreement with respect to the Plan, payments made under the Plan and Accounts under the Plan shall be subject to recoupment or reduction by the Company pursuant to the Company's recoupment policy originally adopted on June 18, 2009 by the Human Resources and Compensation Committee of the Board, as such policy may subsequently be amended (the "Recoupment Policy"). Although consent to the Recoupment Policy by a Participant is not a prerequisite to the effectiveness of the Recoupment Policy with respect to the Participant, the filing of an election by a Participant with respect to any Deferral under the Plan shall be deemed to constitute consent by the Participant to the terms and conditions of the Recoupment Policy with respect to the Participant's Deferrals and any and all prior Deferrals under the Plan. For purposes of clarity, to the extent provided by the Recoupment Policy, a Participant may be required to return certain payments of Plan benefits made to the Participant, and payments that otherwise would have been made to the Participant with respect to the Participant's Account under the Plan may be reduced or entirely eliminated. Such actions may be taken pursuant to the Recoupment Policy without regard to whether such payments and the Participant's Account were otherwise vested.

LEIDOS, INC.

By:

/s/ Sarah K. Allen

Name: Sarah K. Allen

Title: Chief Human Resource Officer

FORM OF SEVERANCE PROTECTION AGREEMENT

This SEVERANCE PROTECTION AGREEMENT is effective as of **[insert date]** by and between Leidos Holdings, Inc., a Delaware corporation (the "Company"), and «Executive_Name» (the "Executive").

PURPOSE

The Board of Directors of the Company (the "Board") recognizes that the possibility of a Change in Control (as hereinafter defined) of the Company exists and that the threat or occurrence of a Change in Control may result in the distraction of its key management personnel because of the uncertainties inherent in such a situation.

The Board has determined that it is essential and in the best interests of the Company and its stockholders to retain the services of the Executive in the event of the threat or occurrence of a Change in Control and to ensure the Executive's continued dedication and efforts in such event without undue concern for the Executive's personal financial and employment security.

In order to induce the Executive to remain in the employ of the Company, particularly in the event of the threat or occurrence of a Change in Control, the Company desires to enter into this Agreement to provide the Executive with certain benefits in the event the Executive's employment is terminated as a result of, or in connection with, a Change in Control.

NOW, THEREFORE, in consideration of the respective agreements of the parties contained herein, it is agreed as follows:

SECTION 1. *Definitions.*

For purposes of this Agreement, the following terms have the meanings set forth below:

"Accrued Compensation" means an amount which includes all amounts earned or accrued by the Executive through and including the Termination Date but not paid to the Executive on or prior to such date, including (a) all base salary, (b) reimbursement for all reasonable and necessary expenses incurred by the Executive on behalf of the Company during the period ending on the Termination Date, (c) all vacation pay and (d) all bonuses and incentive compensation (other than the Pro Rata Bonus).

"Base Salary Amount" means the greater of the Executive's annual base salary (a) at the rate in effect on the Termination Date and (b) at the highest rate in effect at any time during the 180-day period prior to a Change in Control, and will include all amounts of the Executive's base salary that are deferred under any qualified or non-qualified employee benefit plan of the Company or any other agreement or arrangement.

"Beneficial Owner" has the meaning as used in Rule 13d-3 promulgated under the Securities Exchange Act. The terms "Beneficially Owned" and "Beneficial Ownership" each have a correlative meaning.

"Board" means the Board of Directors of the Company.

"Bonus Amount" means the annual target bonus established and payable to the Executive pursuant to any annual bonus or incentive plan maintained by the Company in respect of the fiscal year ending during the fiscal year in which the Termination Date occurs (or actual annual bonus paid or payable in respect of the most recently completed fiscal year if the Termination Date occurs prior to the establishment of an annual target bonus for the fiscal year in which the Termination Date occurs). Bonus Amount includes only the short-term incentive portion of the annual bonus and does not include restricted stock awards, options or other long-term incentive compensation awarded to the Executive.

"Cause" for the termination of the Executive's employment with the Company will be deemed to exist if (a) the Executive has been convicted, or entered a plea of *nolo contendere*, for committing an act of fraud, embezzlement, theft or other act constituting a felony (other than traffic related offenses or as a result of vicarious liability), (b) the Executive willfully engages in illegal conduct or gross misconduct that is significantly injurious to the Company; however, no act or failure to act, on the Executive's part shall be considered "willful" unless done or omitted to be done, by the Executive not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company or (c) failure to perform his or her duties in a reasonably satisfactory manner after the receipt of a notice from the Company detailing such failure if the failure is incapable of cure, and if the failure is capable of cure, upon the failure to cure such failure within 30 days of such notice or upon its recurrence.

"Change in Control" of the Company means, and shall be deemed to have occurred upon, any of the following events:

(a) The acquisition by any Person of Beneficial Ownership of twenty-five percent (25%) or more of the outstanding voting power; provided, however, that the following acquisitions shall not constitute a Change in Control for purposes of this subparagraph (a): (A) any acquisition directly from the Company; (B) any acquisition by the Company or any of its Subsidiaries; (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its Subsidiaries; or (D) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subparagraph (c) below; or

(b) Individuals who at the beginning of any two year period constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual who becomes a director of the Company during such two year period and whose election, or whose nomination for election by the Company's stockholders, to the Board was either (i) approved by a vote of at least a majority of the directors then comprising the Incumbent Board or (ii) recommended by a nominating committee comprised entirely of directors who are then Incumbent Board members shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Securities Exchange Act), other actual or threatened solicitation of proxies or consents or an actual or threatened tender offer; or

(c) Consummation of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), in each case unless following such Business Combination, (i) all or substantially all of the Persons who were the Beneficial Owners, respectively, of the outstanding shares and outstanding voting securities immediately prior to such Business Combination own, directly or indirectly, more than fifty percent (50%) of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the Company, as the case may be, of the entity resulting from the Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the outstanding voting securities (provided, however, that for purposes of this clause (i) any shares of common stock or voting securities of such resulting entity received by such Beneficial Owners in such Business Combination other than as the result of such Beneficial Owners' ownership of outstanding shares or outstanding voting securities immediately prior to such Business Combination shall not be considered to be owned by such Beneficial Owners for the purposes of calculating their percentage of ownership of the outstanding common stock and voting power of the resulting entity); (ii) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such entity resulting from the Business Combination) beneficially owns, directly or indirectly, twenty-five percent (25%) or more of the combined voting power of the then outstanding voting securities of such entity resulting from the Business Combination unless such Person owned twenty-five percent (25%) or more of the outstanding shares or outstanding voting securities immediately prior to the Business Combination; and (iii) at least a majority of the members of the Board of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the Board, providing for such Business Combination; or

(d) Approval by the Company's stockholders of a complete liquidation or dissolution of the Company.

For purposes of clause (c), any Person who acquires outstanding voting securities of the entity resulting from the Business Combination by virtue of ownership, prior to such Business Combination, of outstanding voting securities of both the Company and the entity or entities with which the Company is combined shall be treated as two Persons after the Business Combination, who shall be treated as owning outstanding voting securities of the entity resulting from the Business Combination by virtue of ownership, prior to such Business Combination of, respectively, outstanding voting securities of the Company, and of the entity or entities with which the Company is combined.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means Leidos Holdings, Inc., a Delaware corporation, provided that in recognition of the fact that the Executive may be employed by Leidos, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("Leidos"), or by another direct or indirect Subsidiary of Leidos, Inc., the term "Company" when referring to the employment relationship and the compensation or benefits related thereto shall include the employer of Executive as the context requires.

"Continuation Period" has the meaning set forth in Section 3.1(b)(iii).

"Disability" means the status of disability determined conclusively by the Company based upon certification of disability by the Social Security Administration or upon such other proof as the Company may reasonably require, effective upon receipt of such certification or other proof by the Company.

"Full Release" means a written release, timely executed so that it is fully effective as of the date of payment pursuant to Section 3.1(c), in a form satisfactory to the Company (and similar to the Agreement set forth in Exhibit A) pursuant to which the Executive fully and completely releases the Company from all claims that the Executive may have against the Company (other than any claims that may or have arisen under this Agreement).

"Good Reason" means the occurrence of any of the events or conditions described in clauses (a) through (f) hereof, without the Executive's prior written consent:

(a)(i) any material adverse change in the Executive's authority, duties or responsibilities (including reporting responsibilities) from the Executive's authority, duties or responsibilities as in effect at any time within 90 days preceding the date of the Change in Control or at any time thereafter, or (ii) in the case of an Executive who is an executive officer of the Company a significant portion of whose responsibilities relate to the Company's status as a public company, the failure of such Executive to continue to serve as an executive officer of a public company, in each case except in connection with the termination of the Executive's employment for Disability, Cause, as a result of the Executive's death or by the Executive other than for Good Reason;

(b) a material reduction in Executive's base salary or any failure to pay the Executive any cash compensation to which the Executive is entitled within 15 days after the date when due;

(c) the imposition of a requirement (other than for reasonably required travel on Company business which is not materially greater in frequency or duration than prior to the Change in Control) that the Executive be based (i) at any place outside a 50-mile radius from the Executive's principal place of employment immediately prior to the Change in Control and which has a material adverse effect on the Executive's commuting requirements, or (ii) at any location other than the Company's corporate headquarters or, if applicable, the headquarters of the business unit by which he or she was employed immediately prior to the Change in Control, and which has a material adverse effect on the Executive's commuting requirements. ;

(d) any material breach by the Company of any provision of this Agreement;

(e) any purported termination of the Executive’s employment for Cause by the Company which does not comply with the terms of this Agreement; or

(f) the failure of the Company to obtain, as contemplated in Section 7, an agreement from any Successor to assume and agree to perform this Agreement.

Notwithstanding anything to the contrary in this Agreement, no termination will be deemed to be for Good Reason hereunder unless (i) the Executive provides written notice to the Company identifying the applicable event or condition within 120 days of the occurrence of the event or the initial existence of the condition, and (ii) the Company fails to remedy the event or condition within a period of 30 days following such notice.

“Notice of Termination” means a written notice from the Company or the Executive of the termination of the Executive’s employment which indicates the specific termination provision in this Agreement relied upon and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive’s employment under the provision so indicated.

“Person” has the meaning as defined in Section 3(a)(9) of the Securities Exchange Act and used in Section 13(d) or 14(d) of the Securities Exchange Act, and will include any “group” as such term is used in such sections.

“Pro Rata Bonus” means an amount equal to the Bonus Amount multiplied by a fraction, the numerator of which is the number of days elapsed in the then fiscal year through and including the Termination Date and the denominator of which is 365.

“Securities Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Subsidiary” means any corporation with respect to which another specified corporation has the power under ordinary circumstances to vote or direct the voting of sufficient securities to elect a majority of the directors.

“Successor” means a corporation or other entity acquiring all or substantially all the assets and business of the Company, whether by operation of law, by assignment or otherwise.

“Termination Date” means (a) in the case of the Executive’s death, the Executive’s date of death, (b) in the case of the termination of the Executive’s employment with the Company by the Executive for Good Reason, the date the Company’s 30-day cure period expires, and (c) in all other cases, the date specified in the Notice of Termination. Notwithstanding anything to the contrary herein, to the extent necessary to comply with Code Section 409A, an Executive’s employment shall be considered to have terminated if the executive has experienced a “separation from service,” as defined in Code Section 409A and the regulations thereunder.

SECTION 2. ***Term of Agreement***.

The term of this Agreement (the “Term”) will commence on the date of this Agreement, and will continue in effect until December 31, 2016; provided that on December 31, 2016 and each anniversary of such date thereafter, the Term shall automatically be extended for one additional year unless, not later than October 1 of such year, the Company or the Executive shall have given notice not to extend the Term; and further provided that in the event a Change in Control occurs during the Term, the Term will be extended to the date 24 months after the date of the occurrence of such Change in Control.

Notwithstanding the foregoing, the Term shall be deemed to have immediately expired without any further action and this Agreement will immediately terminate and be of no further effect if, prior to a Change in Control, the Executive’s employment with the Company is terminated (whether by the Company or the Executive) for any reason.

SECTION 3. ***Termination of Employment***.

3.1 If, during the Term, the Executive’s employment with the Company is terminated within three months prior to or within 24 months following a Change in Control, the Executive will be entitled to the following compensation and benefits:

(a) If the Executive’s employment with the Company is terminated (i) by the Company for Cause or Disability, (ii) by reason of the Executive’s death or (iii) by the Executive other than for Good Reason, the Company will pay to the Executive the Accrued Compensation and, if such termination is by the Company for Disability or by reason of the Executive’s death, a Pro Rata Bonus.

(b) If the Executive’s employment with the Company is terminated (whether by the Company or the Executive) for any reason other than as specified in Section 3.1(a), the Executive will be entitled to the following:

(i) the Company will pay the Executive all Accrued Compensation and a Pro Rata Bonus;

(ii) subject to the Executive providing the Company with a Full Release, the Company will pay the Executive as severance pay, and in lieu of any further compensation for periods subsequent to the Termination Date, in a single payment an amount in cash equal to two and one-half (2½) times the sum of (A) the Base Salary Amount and (B) the Bonus Amount;

(iii) subject to the Executive providing the Company with a Full Release and complying with his or her obligations under Section 6, the Company will, for a period of 30 months (the "Continuation Period"), at its expense provide to the Executive and the Executive's dependents and beneficiaries the same or equivalent life insurance, disability, medical and dental benefits (the "Continuation Period Benefits") provided to other similarly situated executives who continue in the employ of the Company during the Continuation Period ("similarly situated executives"). The Executive will be responsible for the payment of any taxes related to all or any portion of such Continuation Period Benefits, and the Company will provide no amount to the Executive for the gross-up of any such taxes. The obligations of the Company to provide the Executive and the Executive's dependents and beneficiaries with the Continuation Period Benefits shall not restrict or limit the Company's right to terminate or modify the benefits made available by the Company to its similarly situated executives or other employees and following any such termination or modification, the Continuation Period Benefits that Executive (and the Executive's dependents and beneficiaries) shall be entitled to receive shall be so terminated or modified. The Company's obligation hereunder with respect to the foregoing benefits will be limited to the extent that the Executive becomes eligible to obtain any such benefits pursuant to a subsequent employer's benefit plans, in which case the Company may reduce the coverage of any benefits it is required to provide the Executive hereunder as long as the coverages and benefits of the combined benefit plans are no less favorable to the Executive than the coverages and benefits required to be provided hereunder. This Section 3.1(b)(iii) will not be interpreted so as to limit any benefits to which the Executive or the Executive's dependents or beneficiaries may be entitled under any of the Company's employee benefit plans, programs or practices following the Executive's termination of employment;

(iv) the Company shall provide the Executive with outplacement services suitable to the Executive's position for a period of 12 months or, if earlier, until the first acceptance by the Executive of an offer of employment; and

(v) such other acceleration of vesting and other benefits provided in other Company plans or agreements regarding options to purchase Company stock, restricted stock, deferral of stock or other equity compensation awards granted to or otherwise applicable to Executive.

The benefits set forth in subsections (iii) and (iv) above shall be subject to the following conditions and restrictions: (1) the payment or provision of a benefit in any particular year shall not (except as may be provided in the medical and dental plans in which the Executive participates) affect the benefits to be provided in any other year, (2) to the extent the Executive is entitled to reimbursement of any expenses, the reimbursement shall be made no later than the Executive's taxable year following the taxable year in which the expense was incurred, and (3) no right to reimbursement or in-kind benefits may be subject to liquidation or exchange for any other benefit.

(c) The amounts provided for in Section 3.1(a) and Sections 3.1(b)(i) and (ii) will be paid in a single lump sum cash payment by the Company to the Executive within 55 days after the Termination Date, provided that such payment will be made no later than the last date to be considered a short-term deferral of compensation within the meaning of Treasury Regulation Section 1.409A-1(a)(4).

(d) The Executive will not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, and no such payment will be offset or reduced by the amount of any compensation or benefits provided to the Executive in any subsequent employment, except as specifically provided in Section 3.1(b)(iii) and 3.1(b)(iv).

3.2 Except as otherwise noted herein, the compensation to be paid to the Executive pursuant to this Section 3 will be in lieu of any similar severance or termination compensation (i.e., compensation based directly on the Executive's annual salary or annual salary and bonus) to which the Executive may be entitled under any other Company severance or termination agreement, plan, program, policy, practice or arrangement. The Executive's entitlement to any compensation or benefits of a type not provided in this Agreement will be determined in accordance with the Company's employee benefit plans and other applicable programs, policies and practices as in effect from time to time.

SECTION 4. ***Notice of Termination***. Following a Change in Control, any purported termination of the Executive's employment by the Company will be communicated by a Notice of Termination to the Executive. For purposes of this Agreement, no such purported termination will be effective without such Notice of Termination.

SECTION 5. ***Excise Tax Adjustments***.

5.1 In the event Executive becomes entitled to receive the benefits provided pursuant to Sections 3.1(b) or 3.2 herein, and the Company determines that such benefits (the "Total Payments") will be subject to the tax (the "Excise Tax") imposed by Section 4999 of the Code, or any similar tax that may hereafter be imposed, the Company shall compute the "Net After-Tax Amount," and the "Reduced Amount," and shall adjust the Total Payments as described below. The Net After-Tax Amount shall mean the present value of all amounts payable to the Executive hereunder, net of all federal income, excise and employment taxes imposed on the Executive by reason of such payments. The Reduced Amount shall mean the largest aggregate amount of the Total Payments that if paid to the Executive would result in the Executive receiving a Net After-Tax Amount that is equal to or greater than the Net After-Tax Amount that the Executive would have received if the Total Payments had been made. If the Company determines that there is a Reduced Amount, the Total Payments will be reduced to the Reduced Amount. Such reduction to the Total Payments shall be made by first reducing or eliminating any cash severance benefits, then by reducing or eliminating any accelerated vesting of stock options, then by reducing or eliminating any accelerated vesting of other equity awards, then by reducing or eliminating any other remaining Total Payments, in each case in reverse order beginning with the payments which are to be paid the farthest in time from the date of the transaction triggering the Excise Tax.

5.2 For purposes of determining whether the Total Payments will be subject to the Excise Tax and the amounts of such Excise Tax and for purposes of determining the Reduced Amount and the Net After-Tax Amount:

(a) Any other payments or benefits received or to be received by the Executive in connection with a Change in Control of the Company or the Executive's termination of employment (whether pursuant to the terms of this Agreement or any other plan, arrangement, or agreement with the Company, or with any individual, entity, or group of individuals or entities (individually and collectively referred to in this subsection (a) as "Persons") whose actions result in a change in control of the Company or any Person affiliated with the Company or such Persons) shall be treated as "parachute payments" within the meaning of Section 280G(b)(2) of the Code, and all "excess parachute payments" within the meaning of Section 280G(b)(1) of the Code shall be treated as subject to the Excise Tax, unless in the opinion of a tax advisor selected by the Company and reasonably acceptable to the Executive ("Tax Counsel"), such other payments or benefits (in whole or in part) should be treated by the courts as representing reasonable compensation for services actually rendered (within the meaning of Section 280G(b)(4)(B) of the Code), or otherwise not subject to the Excise Tax;

(b) The amount of the Total Payments that shall be treated as subject to the Excise Tax shall be equal to the lesser of (i) the total amount of the Total Payments; or (ii) the amount of excess parachute payments within the meaning of Section 280G(b)(1) of the Code (after applying clause (a) above);

(c) In the event that the Executive disputes any calculation or determination made by the Company, the matter shall be determined by Tax Counsel, the fees and expenses of which shall be borne solely by the Company; and

(d) The Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation in the calendar year in which the Change in Control of the Company occurs, and state and local income taxes at the highest marginal rate of taxation in the state and locality of the Executive's residence on the effective date of the Change in Control of the Company, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes, taking into account the reduction in itemized deduction under Section 68 of the Code.

SECTION 6. ***Covenants of the Executive***. During the Continuation Period following any Change in Control pursuant to which the Executive receives the benefits pursuant to Section 3.1(b)(iii), the Executive covenants and agrees as follows:

(a) the Executive agrees to comply with his or her obligations under any agreement that he or she has entered into with the Company relating to proprietary information, confidentiality and non-solication;

(b) the Executive acknowledges that the Executive has knowledge of confidential and proprietary information concerning the current salary, benefits, skills, and capabilities of Company employees and that it would be improper for the Executive to use such Company proprietary information in any manner adverse to the Company's interests. The Executive agrees that he or she will not recruit or solicit for employment, directly or indirectly, any employee of the Company during the Continuation Period;

(c) the Executive agrees to not make remarks, comments, or statements whether written or oral, that impugn the character, integrity, reputation, or abilities of the Company, its directors or officers; and

(d) the Executive agrees to reasonably cooperate with the Company at times and on schedules and at locations that are reasonably consistent with Executive's other business and personal activities and commitments and provided such cooperation is not adverse to Executive's legal or economic interests. The Executive shall cooperate with respect to those matters during the Executive's employment with the Company, including, but not limited to any dispute during the Executive's period of employment with the Company or thereafter with one or more third parties, internal investigation or administrative, regulatory or judicial investigation or proceeding which relates to a matter that Executive has knowledge of as a result of the Executive's employment with the Company. In the event the Company requires Executive's cooperation in accordance with this Section 6(d) after the Termination Date, the Company shall reimburse Executive for reasonable travel expenses (including lodging and meals), upon submission of receipts. In addition, if Executive provides such assistance beyond the Continuation Period, the Executive shall receive reasonable compensation for assisting the Company but not for Executive's time providing sworn testimony.

SECTION 7. ***Successors; Binding Agreement***.

This Agreement will be binding upon and will inure to the benefit of the Company and its Successors, and the Company will require any Successors to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. Neither this Agreement nor any right or interest hereunder will be assignable or transferable by the Executive or by the Executive's beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement will inure to the benefit of and be enforceable by the Executive's legal representatives.

SECTION 8. ***Fees and Expenses***.

The Company will pay as they become due all reasonable legal fees and related expenses (including the reasonable costs of experts) incurred by the Executive, in good faith, in (a) contesting or disputing, any such termination of employment and (b) seeking to obtain or enforce any right or benefit provided by this Agreement or by any other plan or arrangement maintained by the Company under which the Executive is or may be entitled to receive benefits. If the dispute is resolved by a final decision of an arbitrator pursuant to Section 15 in the favor of the Company, the Executive shall reimburse the Company for all such legal fees and related expenses (including costs of experts) paid by the Company on behalf of the Executive. To the extent necessary to comply with Code Section 409A, any reimbursements pursuant to this Section 8 shall be paid to the Executive on or before the last day of the Executive's taxable year following the taxable year in which the related expense was incurred. Such reimbursements are not subject to liquidation or exchange for another benefit and the amount of such benefits and reimbursements that the Executive receives in one taxable year shall not affect the amount of such benefits or reimbursements that the Executive receives in any other taxable year.

SECTION 9. ***Notice***.

For the purposes of this Agreement, notices and all other communications provided for in the Agreement (including the Notice of Termination) will be in writing and will be deemed to have been duly given (i) when personally delivered, (ii) upon acknowledgment of receipt when sent by e-mail or other electronic transmission (excluding acknowledgements generated automatically without an affirmative act by the recipient), or (iii) when sent by certified mail, return receipt requested, postage prepaid, addressed to the respective addresses last given by each party to the other, provided that all notices to the Company will be directed to the attention of the Board with a copy to the Secretary of the Company. All notices and communications will be deemed to have been received on the date of delivery thereof or on the third business day after the mailing thereof, except that notice of change of address will be effective only upon receipt.

SECTION 10. ***Nonexclusivity of Rights***.

Nothing in this Agreement will prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Company for which the Executive may qualify, nor will anything herein limit or reduce such rights as the Executive may have under any other agreements with the Company (except for any severance or termination agreement). Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan or program of the Company will be payable in accordance with such plan or program, except as specifically modified by this Agreement.

SECTION 11. ***No Set-Off***.

The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder will not be affected by any circumstances, including any right of set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or others.

SECTION 12. ***Miscellaneous***.

No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter hereof has been made by either party which is not expressly set forth in this Agreement.

SECTION 13. ***Governing Law and Binding Arbitration***.

This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to the conflict of laws principles thereof. All disputes relating to this Agreement, including its enforceability, shall be resolved by final and binding arbitration before an arbitrator appointed by, and in accordance with the rules and procedures of arbitration of, the Judicial Arbitration and Mediation Service (JAMS), , with the arbitration to be held in Fairfax County, Virginia. Judgment upon the award may be entered in any court having jurisdiction thereof.

SECTION 14. ***Severability***.

The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof.

SECTION 15. ***Entire Agreement*.**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, if any, understandings and arrangements, oral or written, between the parties hereto with respect to severance protection in connection with a Change in Control. If the Company and the Executive have previously entered into a Severance Protection Agreement dated prior to the date hereof (the "Prior Agreement"), the parties acknowledge and agree that the term of the Prior Agreement shall expire effective December 31, 2015, and the terms and provisions of this Agreement shall control effective January 1, 2016.

SECTION 16. ***Code Section 409A*.**

It is intended that any amounts payable under this Agreement shall either be exempt from or comply with Section 409A of the Code (including the Treasury regulations and other published guidance relating thereto) ("**Code Section 409A**") so as not to subject the Executive to payment of any interest or additional tax imposed under Code Section 409A. To the extent that any amount payable under this Agreement would trigger the additional tax, penalty or interest imposed by Code Section 409A, this Agreement shall be modified to avoid such additional tax, penalty or interest yet preserve (to the nearest extent reasonably possible) the intended benefit payable to the Executive. If the Executive is a "specified employee" within the meaning of Treasury Regulation Section 1.409A-1(i) as of the Termination Date, the Executive shall not be entitled to any payment or benefit pursuant to Section 3(b) until the earlier of (i) the date which is six months after the Termination Date, or (ii) the date of the Executive's death. The provisions of this Section 18 shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Code Section 409A. Any amounts otherwise payable to the Executive upon or in the six month period following the Executive's Termination Date that are not so paid by reason of this Section 18 shall be paid (without interest) as soon as practicable (and in all events within five days) after the date that is six months after the Executive's Termination Date (or, if earlier, as soon as practicable, and in all events within five days, after the date of the Executive's death).

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the date first above written.

Leidos Holdings, Inc.

____

[Executive Name]

«Executive_Name»

Employee Number: «emp_no»

____

Signature

Exhibit A

RELEASE OF ALL CLAIMS AND POTENTIAL CLAIMS

1. This Release of All Claims and Potential Claims ("Release") is entered into by and between _______________________ ("________") and Leidos Holdings, Inc. (hereinafter the "Company"). ______________ and the Company have previously entered into a Severance Protection Agreement dated _________ ("Severance Agreement"). In consideration of the promises made herein and the consideration due _____________ under the Severance Agreement, this Release is entered into between the parties.

2. (a) The purposes of this Release is to settle completely and release the Company, its individual and/or collective officers, directors, stockholders, agents, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, employees (including all former employees, officers, directors, stockholders and/or agents), attorneys, representatives and employee benefit programs (including the trustees, administrators, fiduciaries and insurers of such programs) (referred to collectively as "Releasees") in a final and binding manner from every claim and potential claim for relief, cause of action and liability of any and every kind, nature and character whatsoever, known or unknown, that ________ has or may have against Releasees arising out of, relating to or resulting from any events occurring prior to the execution of this Release, including but not limited to any claims and potential claims for relief, causes of action and liabilities arising out of, relating to or resulting from the employment relationship between ________ and the Company and its subsidiaries, affiliates and predecessors, and/or the termination of that relationship including any and all claims and rights under the Age Discrimination in Employment Act, and any personal gain with respect to any claim arising under the qui tam provisions of the False Claims Act, 31 U.S.C. 3730, but excluding any rights or benefits to which _______ is entitled under the Severance Agreement.

(b) This is a compromise settlement of all such claims and potential claims, known or unknown, and therefore this Release does not constitute either an admission of liability on the part of ________ and the Company or an admission, directly or by implication, that ________ and/or the Company, its subsidiaries, affiliates or predecessors, have violated any law, rule, regulation, contractual right or any other duty or obligation. The parties hereto specifically deny that they have violated any law, rule, regulation, contractual right or any other duty or obligation.

(c) This Release is entered into freely and voluntarily by ________ and the Company solely to avoid further costs, risks and hazards of litigation and to settle all claims and potential claims and disputes, known or unknown, in a final and binding manner.

3. For and in consideration of the promises and covenants made by ________ to the Company and the Company to ________, contained herein, ________ and the Company have agreed and do agree as follows:

(a) ________ waives, releases and forever discharges Releasees from any claims and potential claims for relief, causes of action and liabilities, known or unknown, that [he/she] has or may have against Releasees arising out of, relating to or resulting from any events occurring prior to the execution of this Release, including but not limited to any claims and potential claims for relief, causes of action and liabilities of any and every kind, nature and character whatsoever, known or unknown, arising out of, relating to or resulting from the employment relationship between ________ and the Company and its subsidiaries, affiliates and predecessors, and the termination of that relationship including any and all claims and rights under the Age Discrimination in Employment Act, and any personal gain with respect to any claim arising under the qui tam provisions of the False Claims Act, 31 U.S.C. 3730 but excluding any rights or benefits to which _______ is entitled under the Severance Agreement. In addition, this Release does not cover, and nothing in this Release shall be construed to cover, any claim that cannot be so released as a matter of applicable law.

(b) ________ agrees that [he/she] will not directly or indirectly institute any legal proceedings against Releasees before any court, administrative agency, arbitrator or any other tribunal or forum whatsoever by reason of any claims and potential claims for relief, causes of action and liabilities of any and every kind, nature and character whatsoever, known or unknown, arising out of, relating to or resulting from any events occurring prior to the execution of this Release, including but not limited to any claims and potential claims for relief, causes of action and liabilities arising out of, relating to or resulting from the employment relationship between ________ and the Company and its subsidiaries, affiliates and predecessors, and/or the termination of that relationship including any and all claims and rights under the Age Discrimination in Employment Act.

(c) ________ is presently unaware of any injuries that [he/she] may have suffered as a result of working at the Company or its subsidiaries, affiliates or predecessors, and has no present intention of filing a workers' compensation claim. Should any such claim arise in the future, ________ waives and releases any right to proceed against the Company or its subsidiaries, affiliates or predecessors, for such a claim. ________ also waives any right to bring any disability claim against the Company or its subsidiaries, affiliates or predecessors, or its or their carriers.

4. As a material part of the consideration for this Agreement, ________ and [his/her] agents and attorneys, agree to keep completely confidential and not disclose to any person or entity, except immediate family, attorney, accountant, or tax preparers, or in response to a court order or subpoena, the terms and/or conditions of this Release and/or any understandings, agreements, provisions and/or information contained herein or with regard to the employment relationship between ________ and the Company and its subsidiaries, affiliates and predecessors.

5. Any dispute, claim or controversy of any kind or nature, including but not limited to the issue of arbitrability, arising out of or relating to this Release, or the breach thereof, or any disputes which may arise in the future, shall be settled in a final and binding before an arbitrator appointed by the Judicial Arbitration and Mediation Service in accordance with the rules and procedures of arbitration under the Company's Dispute Resolution Program, attached hereto as Exhibit A. The prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and necessary disbursements incurred in connection with the arbitration proceeding. Judgment upon the award may be entered in any court having jurisdiction thereof.

6. It is further understood and agreed that ________ has not relied upon any advice whatsoever from the Company and/or its attorneys individually and/or collectively as to the taxability, whether pursuant to Federal, State or local income tax statutes or regulations, or otherwise, of the consideration transferred hereunder and that [he/she] will be solely liable for all of [his/her] tax obligations. ________ understands and agrees that the Company or its subsidiaries, affiliates or predecessors, may be required by law to report all or a portion of the amounts paid to [him/her] and/or [his/her] attorney in connection with this Release to federal and state taxing authorities. ________ waives, releases, forever discharges and agrees to indemnify, defend and hold the Company harmless with respect to any actual or potential tax obligations imposed by law.

7. ________ acknowledges that [he/she] has read, understood and truthfully completed the Business Ethics and Conduct Disclosure Statement attached hereto as Exhibit B.

8. It is further understood and agreed that Releasees and/or their attorneys shall not be further liable either jointly and/or severally to ________ and/or [his/her] attorneys individually or collectively for costs and/or attorneys fees, including any provided for by statute, nor shall ________ and/or [his/her] attorneys be liable either jointly and/or severally to the Company and/or its attorneys individually and/or collectively for costs and/or attorneys' fees, including any provided for by statute.

9. ________ understands and agrees that if the facts with respect to which this Release are based are found hereafter to be other than or different from the facts now believed by [him/her] to be true, [he/she] expressly accepts and assumes the risk of such possible difference in facts and agrees that this Release shall be and remain effective notwithstanding such difference in facts.

10. ________ understands and agrees that there is a risk that the damage and/or injury suffered by ________ may become more serious than [he/she] now expects or anticipates. ________ expressly accepts and assumes this

risk, and agrees that this Release shall be and remains effective notwithstanding any such misunderstanding as to the seriousness of said injuries or damage.

11. ________ understands and agrees that if [he/she] hereafter commences any suit arising out of, based upon or relating to any of the claims and potential claims for relief, cause of action and liability of any and every kind, nature and character whatsoever, known or unknown, [he/she] has released herein, ________ agrees to pay Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all attorneys' fees incurred by Releasees in defending or otherwise responding to said suit.

12. It is further understood and agreed that this Release shall be binding upon and will inure to the benefit of ________'s spouse, heirs, successors, assigns, agents, employees, representatives, executors and administrators and shall be binding upon and will inure to the benefit of the individual and/or collective successors and assigns of Releasees and their successors, assigns, agents and/or representatives.

13. This Release shall be construed in accordance with and governed for all purposes by the laws of the State of Virginia.

14. ________ agrees that [he/she] will not seek future employment with, nor need to be considered for any future openings with the Company, any division thereof, or any subsidiary or related corporation or entity.

15. ________ and Releasees waive all rights under Section 1542 of the California Civil Code, which section has been fully explained to them by their respective legal counsel and which they fully understand, and any other similar provision or the law of any other state or jurisdiction. Section 1542 provides as follows:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in [his/her] favor at the time of executing the release, which if known by [him/her] must have materially affected [his/her] settlement with the debtor.**

16. Notwithstanding anything in this Agreement to the contrary, ________ does not waive, release or discharge any rights to indemnification for actions occurring through [his/her] affiliation with the Company or its subsidiaries, affiliates or predecessors, whether those rights arise from statute, corporate charter documents or any other source nor does __________ waive, release or discharge any right ________ may have pursuant to any insurance policy or coverage provided or maintained by the Company or its subsidiaries, affiliates or predecessors.

17. If any part of this Agreement is found to be either invalid or unenforceable, the remaining portions of this Agreement will still be valid.

18. This Agreement is intended to release and discharge any claims of __________ under the Age Discrimination and Employment Act. To satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. section 626(f), the parties agree as follows:

A. _________ acknowledges that [he/she] has read and understands the terms of this Agreement.

B. __________ acknowledges that [he/she] has been advised in writing to consult with an attorney, if desired, concerning this Agreement and has received all advice [he/she] deems necessary concerning this Agreement.

C. ___________ acknowledges that [he/she] has been given twenty-one (21) days to consider whether or not to enter into this Agreement, has taken as much of this time as necessary to consider whether to enter into this Agreement, and has chosen to enter into this Agreement freely, knowingly and voluntarily.

D. For a seven day period following the execution of this Agreement, __________ may revoke this Agreement by delivering a written revocation to at the Company. This Agreement shall not become effective and enforceable until the revocation period has expired.

19. _________ acknowledges that [he/she] has been encouraged to seek the advice of an attorney of [his/her] choice with regard to this Release. Having read the foregoing, having understood and agreed to the terms of this Release, and having had the opportunity to and having been advised by independent legal counsel, the parties hereby voluntarily affix their signatures.

20. This Agreement is to be interpreted without regard to the draftsperson. The terms and intent of the Agreement shall be interpreted and construed on the express assumption that all parties participated equally in its drafting.

21. This Release constitutes a single integrated contract expressing the entire agreement of the parties hereto. Except for the Severance Agreement, which defines certain obligations on the part of both parties, and this Release, there are no agreements, written or oral, express or implied, between the parties hereto, concerning the subject matter herein.

Dated: ______________________, 20__

____
[Signature]

____
[Print Name]

Leidos Holdings, Inc.

By:

Name:

Its:

BUSINESS ETHICS AND CONDUCT

DISCLOSURE STATEMENT

Are you aware of any illegal or unethical practices or conduct anywhere within Leidos Holdings, Inc. or its subsidiaries, affiliates or predecessors (the “ Company”) (including, but not limited to, improper charging practices, or any violations of the Company’s Code of Conduct)?

Yes ☐ No ☐

(Your answer to all questions on this form will not have any bearing on the fact or terms of your Release with the Company.)

If the answer to the preceding question is “yes,” list here, in full and complete detail, all such practices or conduct. (Use additional pages if necessary.)

Have any threats or promises been made to you in connection with your answers to the questions on this form?

Yes ☐ No ☐

If “yes,” please identify them in full and complete detail. Also, notify the Company’s General Counsel at (571) 526-6300 immediately.

I declare under penalty of perjury, under the laws of the State of Virginia and of the United States, that the foregoing is true and correct.

Executed this ____ of ____________________, 20__, at ____________________.

____
[Signature]

EXHIBIT 18

February 26, 2016

Leidos Holdings, Inc. and Leidos, Inc.
11951 Freedom Drive,
Reston, Virginia 20190

Dear Sirs/Madams:

We have audited the consolidated financial statements of Leidos Holdings, Inc. and Leidos Inc. (the "Companies") as of January 1, 2016 and January 30, 2015, and for the 11-month period ended January 1, 2016 and for each of the fiscal years ended January 30, 2015 and January 31, 2014, included in this Transition Report on Form 10-K to the Securities and Exchange Commission and have issued our reports thereon dated February 26, 2016, which express an unqualified opinion and include an explanatory paragraph emphasizing that the Companies changed their fiscal year end from the Friday nearest the end of January to the Friday nearest the end of December, effective beginning with the 11-month period ended January 1, 2016. Note 1 to such consolidated financial statements contains a description of the Companies’ adoption during the 11-month period ended January 1, 2016 of a change in the Companies’ annual goodwill impairment testing date from the day following the Friday nearest the end of October to the day following the Friday nearest the end of September. In our judgment, such change is to an alternative accounting principle that is preferable under the circumstances.

Yours truly,

/s/ Deloitte & Touche LLP

McLean, Virginia

Exhibit 21

LEIDOS HOLDINGS, INC.

LEIDOS, INC.

Subsidiaries of Leidos Holdings, Inc.	Jurisdiction of Incorporation
Leidos, Inc.	Delaware
Lion Merger Co.	Delaware

Subsidiaries of Leidos, Inc.	Jurisdiction of Incorporation
ABI Architects, Inc.	Florida
Benham/Ellerbe Becket, LLC	Oklahoma
Benham Military Communities, LLC	Oklahoma
Calanais Pension Trustee Co. Ltd.	United Kingdom
InQuirion Pty Limited	Australia
JMD Development Corporation	California
Leidos Arabia Company Limited	Saudi Arabia
Leidos Biomedical Research, Inc.	Delaware
SAIC Calanais Limited	United Kingdom
Leidos Canada, Inc.	Canada
Leidos – CDM Solutions, LLC (95% ownership)	Delaware
Leidos Constructors, LLC	Oklahoma
Leidos Consulting Engineers, Inc.	California
Leidos DB, Inc.	Oklahoma
Leidos Engineering, LLC	Delaware
Leidos Engineering of North Carolina, Inc.	North Carolina
Leidos Engineering of Ohio, Inc.	Ohio
Leidos Europe, Limited	United Kingdom
Leidos Germany GmbH	Germany
Leidos Global Technology Corporation	Delaware
Leidos Health Holdings, LLC	Delaware
Leidos Health, LLC	Delaware
Leidos Limited	United Kingdom
Leidos of Michigan, Inc.	Michigan
Leidos Pty Limited	Australia
Leidos Realty, LLC	California
Leidos Supply, Limited	United Kingdom
Leidos Services, Inc.	Delaware
R.W. Beck Group, Inc.	Washington
Reveal Imaging Technologies, Inc.	Delaware
Science, Engineering, and Technology Associates Corporation	Delaware
Spectrum San Diego	California
The Benham Group, Inc.	Oklahoma
The Benham Group of Nevada, Inc.	Nevada
Varec Holdings, Inc.	Delaware
Varec, Inc.	Georgia

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-138095, 333-153360 and 333-169693 on Form S-8 and Post-Effective Amendment No. 1 to Registration Statement No. 333-138095 on Form S-8 of our reports dated February 26, 2016, relating to the consolidated financial statements of Leidos Holdings, Inc. and subsidiaries (which reports express an unqualified opinion and include an explanatory paragraph regarding the fiscal year end change), and the effectiveness of Leidos Holdings, Inc. and subsidiaries' internal control over financial reporting, appearing in this Transition Report on Form 10-K of Leidos Holdings, Inc. for the 11-month period ended January 1, 2016.

/s/ Deloitte & Touche LLP

McLean, Virginia
February 26, 2016

Exhibit 31.1

LEIDOS HOLDINGS, INC. AND LEIDOS, INC.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Roger A. Krone, certify that:

1. I have reviewed this Transition Report on Form 10-K of Leidos Holdings, Inc. and Leidos, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrants as of, and for, the periods presented in this report;

4. The registrants' other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrants and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrants, including each registrants' consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrants' disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrants' internal control over financial reporting that occurred during the registrants' most recent fiscal quarter (the registrants' fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrants' internal control over financial reporting; and

5. The registrants' other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrants' auditors and the audit committee of the registrants' board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrants' ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrants' internal control over financial reporting.

Date: February 26, 2016

/s/ Roger A. Krone

Roger A. Krone
Chief Executive Officer

Exhibit 31.2

LEIDOS HOLDINGS, INC. AND LEIDOS, INC.

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, James C. Reagan, certify that:

1. I have reviewed this Transition Report on Form 10-K of Leidos Holdings, Inc. and Leidos, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrants as of, and for, the periods presented in this report;

4. The registrants' other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrants and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrants, including each registrants' consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrants' disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrants' internal control over financial reporting that occurred during the registrants' most recent fiscal quarter (the registrants' fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrants' internal control over financial reporting; and

5. The registrants' other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrants' auditors and the audit committee of the registrants' board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrants' ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrants' internal control over financial reporting.

Date: February 26, 2016

/s/ James C. Reagan

James C. Reagan
Chief Financial Officer

Exhibit 32.1

LEIDOS HOLDINGS, INC. AND LEIDOS, INC.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Transition Report of Leidos Holdings, Inc. (“Leidos”) and Leidos, Inc. (together with Leidos, the “Company”) on Form 10-K for the period ended January 1, 2016, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Roger A. Krone, Chief Executive Officer of each of Leidos and Leidos, Inc. certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 26, 2016

/s/ Roger A. Krone

Roger A. Krone
Chief Executive Officer

Exhibit 32.2

LEIDOS HOLDINGS, INC. AND LEIDOS, INC.

**CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Transition Report of Leidos Holdings, Inc. (“Leidos”) and Leidos, Inc. (together with Leidos, the “Company”) on Form 10-K for the period ended January 1, 2016, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, James C. Reagan, Chief Financial Officer of each of Leidos and Leidos, Inc., certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 26, 2016

/s/ James C. Reagan

James C. Reagan
Chief Financial Officer