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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 OR 15(d) of  
The Securities Exchange Act of 1934**

Date of Report: July 31, 2007

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**SAIC, Inc.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-33072**  
(Commission File Number)

**20-3562868**  
(I.R.S. Employer  
Identification No.)

**10260 Campus Point Drive, San Diego, CA 92121**  
(Address of Principal Executive Offices) (Zip Code)

**(858) 826-6000**  
(Registrant's Telephone Number, Including Area Code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement**

Effective July 31, 2007, Science Applications International Corporation (the “Company”), a wholly-owned subsidiary of SAIC, Inc., entered into a Letter Amendment No. 2 (“Second Amendment”) to the Company’s Five Year Credit Agreement dated as of June 6, 2006, as previously amended by the Letter Amendment dated as of August 23, 2006 (the “Amended Credit Agreement”). The Second Amendment was entered into by and among the Company, the banks and other financial institutions and the initial issuing banks listed on the signature pages thereof, and Citicorp USA, Inc., as agent for the lenders. Under the Second Amendment, the maturity date of the Amended Credit Agreement is extended for one year, to June 6, 2012. Effective October 16, 2006, SAIC, Inc. executed a guaranty (the “Guaranty”) pursuant to which it agreed to guaranty the obligations of the Company under the Amended Credit Agreement.

The description set forth above is qualified in its entirety by reference to the complete text of (i) the Second Amendment filed as Exhibit 10.1 to this Current Report, (ii) the Guaranty filed as Exhibit 10.2 to SAIC, Inc.’s Current Report on Form 8-K as filed October 17, 2006, (iii) the Credit Facility filed as Exhibit 10.1 to the Company’s Quarterly Report on Form 10-Q for the period ended April 30, 2006 and (iv) the amendment to the Credit Facility filed as Exhibit 10.1 to the Company’s Quarterly Report on Form 10-Q for the period ended July 31, 2006, the terms of all of which are incorporated into this Current Report by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Letter Amendment No. 2

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

(Registrant)

SAIC, INC.

Date: July 31, 2007

By: /s/ DOUGLAS E. SCOTT

Douglas E. Scott

Its: Executive Vice President  
General Counsel and Secretary

## LETTER AMENDMENT NO. 2

July 31, 2007

To the banks, financial institutions  
and other institutional lenders  
(collectively, the "Lenders") parties  
to the Credit Agreement referred to  
below and to Citicorp USA, Inc., as agent  
(the "Agent") for the Lenders

Ladies and Gentlemen:

Reference is made to the Five Year Credit Agreement dated as of June 6, 2006, as amended by the Letter Amendment dated as of August 23, 2006 (as so amended, the "Credit Agreement") among Science Applications International Corporation (the "Company"), the banks and other financial institutions and the initial issuing banks listed on the signature pages thereof, and Citicorp USA, Inc., as agent (the "Agent") for the Lenders. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement.

The undersigned hereby requests that each of the Lenders agree to extend the Maturity Date for one year, to June 6, 2012.

The Company hereby certifies that, as of the date hereof, the representations and warranties contained in Section 4.01 of the Credit Agreement are correct and no event has occurred and is continuing that constitutes a Default or an Event of Default.

This Letter Amendment shall become effective as to each Lender that executes and returns this Letter Amendment as of the date first above written when, and only when, the Administrative Agent shall have received counterparts of this Letter Amendment executed by the undersigned and the Requisite Lenders or, as to any of the Lenders, advice satisfactory to the Administrative Agent that such Lender has executed this Letter Amendment. This Letter Amendment is subject to the provisions of Section 10.01 of the Credit Agreement.

On and after the effectiveness of this Letter Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the Notes and each of the other Loan Documents to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Letter Amendment.

The Credit Agreement, the Notes and each of the other Loan Documents, as specifically amended by this Letter Amendment, are and shall continue to be in full force and

effect and are hereby in all respects ratified and confirmed. The execution, delivery and effectiveness of this Letter Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

If you agree to the terms and provisions hereof, please evidence such agreement by executing and returning at least two counterparts of this Letter Amendment to Susan L. Hobart, Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022.

This Letter Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Letter Amendment by telecopier shall be effective as delivery of a manually executed counterpart of this Letter Amendment.

This Letter Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

Very truly yours,

SCIENCE APPLICATIONS  
INTERNATIONAL CORPORATION,  
a Delaware corporation

By \_\_\_\_\_  
Title:

SAIC, INC.,  
a Delaware corporation

By \_\_\_\_\_  
Title:

Agreed as of the date first above written:

CITICORP USA, INC.,  
as Administrative Agent and as a Lender

By \_\_\_\_\_  
Title:

WACHOVIA BANK NATIONAL ASSOCIATION

By \_\_\_\_\_  
Title:

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BANK OF AMERICA, N.A.

By \_\_\_\_\_  
Title:

MORGAN STANLEY BANK

By \_\_\_\_\_  
Title:

U.S. BANK NATIONAL ASSOCIATION

By \_\_\_\_\_  
Title:

THE BANK OF NEW YORK

By \_\_\_\_\_  
Title:

KEYBANK NATIONAL ASSOCIATION

By \_\_\_\_\_  
Title:

THE BANK OF NOVA SCOTIA

By \_\_\_\_\_  
Title:

ROYAL BANK OF SCOTLAND PLC

By \_\_\_\_\_  
Title:

SOCIETE GENERALE

By \_\_\_\_\_  
Title: