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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 22, 2018

KBR, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**1-33146**	**20-4536774**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

601 Jefferson Street
Suite 3400
Houston, Texas 77002
(Address of principal executive offices)

Registrant's telephone number including area code: (713) 753-3011

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 (*see* General Instruction A.2. below):

☐ 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement

Acquisition of SGT, Inc.

On February 22, 2018, KBRwyle Technology Solutions, LLC (" ***KBRwyle*** "), a Delaware limited liability company and a wholly owned subsidiary of KBR, Inc. (the " ***Company*** "), agreed to acquire (the " ***Acquisition*** ") SGT, Inc., a Maryland corporation (" ***SGT*** "), pursuant to an Equity Purchase Agreement entered into among Kamco Holdings, Inc., a Maryland corporation (" ***Kamco Holdings*** "), Kamco Holdings' shareholders, SGT, KBRwyle and Kamal S. Ghaffarian, in his capacity as Sellers' Representative and Sellers' Guarantor (the " ***Purchase Agreement*** "). KBRwyle will pay Kamco Holdings $355 million, subject to certain working capital and other purchase price adjustments set forth in the Purchase Agreement, for SGT, which provides technical services in the areas of research and development, systems engineering, missions operations, technology development, network solutions, scientific and IT service solutions and management and consulting primarily for the Department of Defense, intelligence community, National Aeronautics and Space Administration and other United States Government customers.

In connection with the Acquisition, the Company entered into that certain Guaranty between the Company and Kamco Holdings dated February 22, 2018 (the " ***Guaranty Agreement*** "). Pursuant to the Guaranty Agreement, the Company has guaranteed the payment and performance obligations of KBRwyle under the Purchase Agreement, as and when due under the Purchase Agreement. The Company will have no further liability or obligation under the Guaranty Agreement from and after the earliest of (i) a written agreement between the Company and Kamco Holdings to terminate the Guaranty Agreement, (ii) the full satisfaction and performance of KBRwyle's payment and performance obligations under the Purchase Agreement, (iii) the closing under the Purchase Agreement and (iv) the termination of the Purchase Agreement in accordance with its terms and subject to any liability for specified damages pursuant to the terms of the Purchase Agreement.

The Purchase Agreement has been approved and adopted by the Board of Managers of KBRwyle, the Board of Directors at Kamco Holdings and the shareholders of SGT. The closing of the acquisition is conditioned upon, among other things, (i) clearance under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and (ii) other usual and customary closing conditions. The Purchase Agreement contains termination rights for both KBRwyle and Kamco Holdings, including that either party may terminate the Purchase Agreement if the closing of the Acquisition has not occurred prior to June 22, 2018. It is anticipated that the purchase price will be funded from cash on hand and the proceeds of the New Senior Credit Facilities (as defined below).

The Purchase Agreement contains customary representations and warranties for all parties, as well as agreements to cooperate in the process of consummating the Acquisition and obtaining any financing. The Purchase Agreement also contains provisions limiting the activities of SGT that are outside of the usual course of business, including restrictions on employee compensation, certain acquisitions and dispositions of assets and liabilities, and solicitations relating to alternative acquisition proposals, pending completion of the Acquisition.

The information set forth above does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement, which is filed as Exhibit 2.1 hereto and hereby incorporated by reference into this Item 1.01, and of the Guaranty Agreement, which is filed as Exhibit 10.1 hereto and is hereby incorporated by reference into this Item 1.01.

The representations, warranties and covenants contained in the Purchase Agreement have been made solely for the purposes of the Purchase Agreement and as of specific dates; were solely for the benefit of the parties to the Purchase Agreement; are not intended as statements of fact to be relied upon by the Company's investors, but rather as a way of allocating the risk between the parties to the Purchase Agreement in the event the statements therein prove to be inaccurate; have been modified or qualified by certain confidential disclosures that were made between the parties in connection with the negotiation of the Purchase Agreement, which disclosures are not reflected in the Purchase Agreement itself; may no longer be true as of a given date; and may apply standards of materiality in a way that is different from what may be viewed as material by the Company's investors. Accordingly, the representations and warranties may not describe the actual state of affairs at the date they were made or at any other time and investors should not rely on them as statements of fact. In addition, such representations and warranties were made only as of the date of the Purchase Agreement or such other date as is specified in the Purchase Agreement. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Purchase Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures. Accordingly, the Purchase Agreement is included with this filing only to provide investors with information regarding the terms of the Purchase Agreement and not to provide investors with any other factual information regarding the Company, KBRwyle, Kamco Holdings, or SGT or their respective affiliates or businesses.

Commitment Letter

On February 22, 2018, the Company entered into a commitment letter (the " ***Commitment Letter*** ") with Bank of America, N.A. (" ***Bank of America*** "), and Merrill Lynch, Pierce, Fenner & Smith Incorporated (" ***MLPFS*** "), pursuant to which, subject to the conditions set forth therein, Bank of America and MLPFS have committed to provide to the Company $2.2 billion in senior secured credit facilities (collectively, the " ***New Senior Credit Facilities*** "), comprised of (i) a five-year term loan A facility of $400 million, (ii) a seven-year term loan B facility of $800 million, (iii) a five-year revolving credit facility of $500 million available for revolving loans and performance letters of credit, which will include a $150 million sublimit for the issuance of standby financial letters of credit and commercial letters of credit and a $25 million sublimit for swingline loans, and (iv) a five-year performance letter of credit facility of $500 million.

Pursuant to the Commitment Letter, Bank of America has agreed to be the sole administrative agent for the New Senior Credit Facilities and has committed to lend to the Company all of the New Senior Credit Facilities, subject to certain terms and conditions. Additionally, MLPFS has undertaken to act as sole lead arranger and sole book manager for the New Senior Credit Facilities and to form a syndicate of financial institutions for the New Senior Credit Facilities (including Bank of America).

The commitment of Bank of America and the undertaking of MLPFS to provide the services under the Commitment Letter are subject to several customary conditions, including, among others, (i) the execution and delivery of definitive documentation for the New Senior Credit Facilities consistent with the Summary of Terms and Conditions attached to the Commitment Letter as Exhibit B, (ii) the absence of a Material Adverse Effect (as defined in the Purchase Agreement), (iii) the consummation of the Acquisition, (iv) the accuracy of certain specified representations by the Company and SGT, (v) the Company's delivery of certain financial statements, and (vi) other customary closing conditions more fully set forth in the Commitment Letter.

Certain existing and future direct and indirect material domestic subsidiaries of the Company will serve as guarantors in connection with the New Senior Credit Facilities. The New Senior Credit Facilities will be secured by a lien on substantially all the properties of the Company and the guarantors.

The proceeds of the New Senior Credit Facilities are intended to be used (i) to repay in full all obligations and commitments under the Company's existing credit facility, (ii) to pay the consideration for the Acquisition to Kamco Holdings in accordance with the Purchase Agreement, (iii) to replace, backstop or continue certain letters of credit outstanding under the Company's and its subsidiaries' existing credit facilities, (iv) to fund completion payments required to be funded by the Company through its 30% ownership of a joint venture with JGC Corporation and Chiyoda Corporation in connection with the completion of the Ichthys Onshore LNG export facility in Darwin, Australia, and (v) to pay the fees and expenses incurred in connection with the transactions described above.

The Commitment Letter will expire on the earliest of (i) June 22, 2018, unless the closing date of the New Senior Credit Facilities occurs on or prior thereto, (ii) if the closing of the Acquisition occurs prior to the closing date of the New Senior Credit Facilities and without the use of the New Senior Credit Facilities, the date that is 15 days after the consummation of the Acquisition (or, if later, April 15, 2018), unless the closing date of the New Senior Credit Facilities occurs on or prior thereto, and (iii) the date the Purchase Agreement terminates by its terms without the consummation of the Acquisition.

The foregoing description of the Commitment Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Commitment Letter, which is filed as Exhibit 10.2 hereto and incorporated by reference into this Item 1.01.

Item 2.02 Results of Operations and Financial Conditions

On February 23, 2018 , KBR, Inc. issued a press release titled "KBR Announces Financial Results for Fourth Quarter and Fiscal 2017; Guidance for Fiscal 2018." The full text of the press release is attached hereto as Exhibit 99.1.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information set forth under Item 1.01 above, including with respect to the Guaranty Agreement, is hereby incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

2.1*	Equity Purchase Agreement, dated as of February 22, 2018, by and among KBRwyle Technology Solutions, LLC, Kamco Holdings, Inc., the shareholders of Kamco Holdings, Inc., SGT, Inc., and Kamal S. Ghaffarian, in his capacity as Sellers' Representative and Sellers' Guarantor.
10.1	Guaranty, dated as of February 22, 2018, by and between KBR, Inc. and Kamco Holdings, Inc.
10.2	Commitment Letter, effective as of February 22, 2018, by and among Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated and KBR, Inc.
99.1	On February 23, 2018, KBR, Inc. issued a press release titled "KBR Announces Financial Results for Fourth Quarter and Fiscal 2017; Guidance for Fiscal 2018." The full text of the press release is attached hereto as Exhibit 99.1.

* Schedules omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

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.

KBR, INC.

February 23, 2018

/s/ Adam M. Kramer

Adam M. Kramer

Vice President, Public Law and Corporate Secretary

Exhibit 2.1
Execution Copy
CONFIDENTIAL

EQUITY PURCHASE AGREEMENT

among

KAMCO HOLDINGS, INC.
and its shareholders,

SGT, INC.,

KBRWYLE TECHNOLOGY SOLUTIONS, LLC

and

Kamal S. Ghaffarian, in his capacity as Sellers' Representative and
Sellers' Guarantor

Dated as of February 22, 2018

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EQUITY PURCHASE AGREEMENT (this " Agreement "), dated as of February 22, 2018, by and among KBRwyle Technology Solutions, LLC, a Delaware limited liability company (" Buyer "), SGT, Inc., a Maryland corporation (the " Company "), Kamco Holdings, Inc., a Maryland corporation (" Seller "), the shareholders of Seller set forth on the signature pages hereto under the heading "Shareholder Selling Parties" (each individually, a " Shareholder Selling Party " and collectively, the " Shareholder Selling Parties " and together with Seller sometimes referred to as the " Selling Parties "), and Kamal S. Ghaffarian, in his capacity as representative of the Selling Parties (" Sellers' Representative ") and as guarantor of Selling Parties' obligations under this Agreement in accordance with Section 12.13 and for purposes of Sections 7.02 , 7.07 , 7.08 , 8.02 , 8.07 and Article XII (" Sellers' Guarantor ").

W I T N E S E T H:

WHEREAS, (i) prior to the date hereof, (A) the Shareholder Selling Parties formed Seller, (B) the Shareholder Selling Parties contributed to Seller all of the outstanding stock of the Company (the " Contribution "), with the result that the Shareholder Selling Parties own 100% of Seller, which in turn owns 100% of the Company, (ii) as part of the common plan that included the Contribution, Seller will immediately elect to treat the Company as a Qualified Subchapter S Subsidiary effective as of the date of the Contribution (" QSub election ") and will timely file prior to Closing Form 8869 with the Internal Revenue Service consistent with the foregoing, (iii) prior to the Closing, the Company will have converted from a corporation to a limited liability company (the " LLC Conversion ") disregarded as separate from Seller for federal income tax purposes (the LLC Conversion together with the QSub election and together with the Contribution, the " Restructuring ") and (iv) Seller will make a protective election to be treated as an S Corporation and will file prior to Closing Form 2553 with the Internal Revenue Service (with the same effective date as the effective date of the QSub election). The Restructuring is intended to be treated as a reorganization pursuant to and in accordance with section 368(a)(1)(F) of the Code;

WHEREAS, Seller owns all of the issued and outstanding equity interests in the Company (the " Transferred Equity Interests "); and

WHEREAS, Buyer desires to purchase and, Seller desires to sell to Buyer, the Transferred Equity Interests in a taxable transaction, upon the terms and subject to the conditions set forth herein; and

WHEREAS, concurrently with the execution of this Agreement, KBR, Inc., a Delaware corporation and direct parent of Buyer, is executing and delivering to the Selling Parties the Guaranty Agreement (as defined herein) and each of the Selling Parties is entering into this Agreement in reliance on the Guaranty Agreement.

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants, agreements, representations and warranties herein contained, the parties hereto agree as follows:

article I

Definitions and Interpretations

SECTION 1.01 Definitions . (a) The following terms used in this Agreement shall have the respective meanings assigned to them below:

" Acquired Companies " means the Company and each of its Subsidiaries, including the Subsidiaries identified on Schedule 1.01(a) .

" Acquisition Proposal " means any inquiry, proposal or offer, or any expression of interest by any third party relating to any Selling Party's, the Company's or any of their respective Affiliates' willingness or ability to receive or discuss a proposal or offer, other than a proposal or offer by Buyer or any of its Affiliates, for any merger, amalgamation, consolidation, share exchange, recapitalization, liquidation, dissolution, acquisition or other business combination, in each case relating to (i) equity interests of Seller or any Acquired Company or (ii) all or any material portion of the assets of Seller or the Acquired Companies.

" Action " means any action, litigation, investigation, suit, countersuit, proceeding or arbitration by or before any Governmental Entity or any arbitration or mediation tribunal.

" Affiliate " means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such first Person. For the purposes of this definition, " control " means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or other interests, by contract or otherwise, and the term " controlled " shall have a correlative meaning.

" Ancillary Agreements " means, other than this Agreement, the Escrow Agreement, the Guaranty Agreement, and all other agreements, instruments and certificates delivered pursuant to this Agreement, in each case executed and delivered in connection with the Transactions.

" Antitrust Approvals " means all authorizations, orders, grants, consents, clearances, permissions and approvals and all expirations, lapses and terminations of any required waiting periods (including extensions thereof), in each case under any antitrust, competition, merger control or similar Law required to consummate the Transactions.

" Antitrust Filings " means all applicable notifications to or filings with an antitrust or competition authority in the United States to consummate the Transactions.

" Business Intellectual Property " means the Intellectual Property owned (in whole or in part), licensed, used or held for use by the Acquired Companies.

" Buyer Indemnitees " means Buyer and its directors, officers, employees, Affiliates (including the Acquired Companies), agents and Representatives.

" Cash " means cash and cash equivalents, excluding any Restricted Cash. For the avoidance of doubt, Cash shall (a) be calculated net of uncleared checks and drafts issued by the Acquired Companies (to the extent there has been a reduction of accounts payable on account thereof) and (b) include uncleared checks and drafts received or deposited for the account of the Acquired Companies (to the extent there has been a reduction in accounts receivable on account thereof).

" Claims " means each matter, Action, claim, demand, proceeding, assessment, fact or other circumstances upon which a claim for indemnification under this Agreement may be based.

" Closing Bonus Payments " means (i) all compensation payments to employees (or former employees) payable as of the Closing by reason of the Transactions, including, amounts payable under the VRP, and (ii) any Employer Payroll Taxes resulting from such payments.

" Closing Date Actual Listed Matters Amount " means the actual Listed Matters Amount of the Acquired Companies as of immediately prior to the Closing, which amount shall be equal One Million Three Hundred Sixty-one Thousand Six Hundred Ninety-seven Dollars ($1,361,697).

" Closing Date Amount " means an amount equal to (a) the Closing Consideration *minus* (b) the Indemnity Escrow Deposit *minus* (c) the Retention Bonus Amount *minus* (d) the Estimated Deferred Compensation Liability *minus* (e) the Deferred Compensation Employer Payroll Taxes *minus* (f) Closing Bonus Payments.

" Closing Date Cash " means the aggregate amount of Cash of the Acquired Companies as of 11:59 p.m., Eastern Standard time, on the Closing Date, as determined in accordance with the Statement Principles, up to an aggregate amount of $28,000,000.

" Closing Date Indebtedness " means Indebtedness of the Acquired Companies as of immediately prior to the Closing, as determined in accordance with the Statement Principles.

" Closing Date Net Working Capital " means the amount, as of 11:59 p.m., Eastern Standard time, on the Closing Date, of Current Assets minus Current Liabilities, in each case as determined in accordance with the Statement Principles. For the avoidance of doubt, the calculation of Closing Date Net Working Capital shall not include any Closing Date Cash, any Closing Date Indebtedness, the Closing Bonus Payments, the Rabbi Trust Assets, the liability with respect to the Nonqualified Deferred Compensation Plan or the Retention Bonus Amount.

" Closing Date NPV Listed Matters Amount " means the net present value of the Listed Matters Amount of the Acquired Companies as of immediately prior to the Closing, which amount shall be equal to One Million One Hundred Twenty-four Thousand Dollars ($1,124,000).

" Code " means the Internal Revenue Code of 1986, as amended.

" Collective Bargaining Agreement " means each collective bargaining, works council or other labor union Contract or labor arrangement covering any employee of the Acquired Companies, excluding any national, industry or similar generally applicable Contract or arrangement.

" Commercial Software " means commercially available off-the-shelf Software licensed pursuant to a standard non-exclusive license agreement for which license fees are less than Twenty-five Thousand Dollars ($25,000) per year and used internally (and not licensed or sublicensed to third parties) by the Company.

" Company Fundamental Representations " means the representations and warranties set forth in Sections 4.01(a)(i) , 4.01(b)(i) , 4.01(c) , 4.01(d) , 4.01(e) , 4.01(f) , 4.01(g) and 4.01(h) (Organization and Good Standing; Capitalization), 4.02 (Authority) and 4.20 (Brokers Fees).

" Confidentiality Agreement " means the letter agreement, dated as of October 27, 2017, between the Company and KBR, Inc.

" Contract " means any written or oral contract, agreement, note, bond, indenture, debenture, guarantee, mortgage, deed of trust, lease, license, sublease, sublicense, instrument, purchase order, bid, tender or other legally binding right, commitment, obligation, arrangement or understanding.

" Controlled Group Liability " means any and all liabilities (a) under Title IV of ERISA, (b) under Section 302 of ERISA, (c) under Sections 412 and 4971 of the Code, or (d) as a result of a failure to comply with the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4890B of the Code.

" Current Assets " has the meaning assigned to such term in the Statement Principles.

" Current Government Contract " means any Government Contract the period of performance of which has not yet expired or been terminated, or which remains subject to contract closeout.

" Current Liabilities " has the meaning assigned to such term in the Statement Principles.

" Damages " means losses, Liabilities, damages, awards, deficiencies, fines, costs, fees, penalties and expenses incurred or suffered (and, if applicable, reasonable fees of attorneys, auditors, consultants and other agents reasonably associated therewith) whether or not based on contract, tort, warranty claims or otherwise, but excluding punitive, exemplary, consequential, special or speculative damages that are not reasonably foreseeable (in each case, other than any Damages payable to third parties that may be imposed or otherwise incurred).

" Data Room " means the electronic data room containing documents and materials made available to Buyer in connection with its examination of the Acquired Companies, as constituted as of 9:00 a.m. Eastern Standard time two (2) business days prior to the date hereof.

" DCAA " means the Defense Contract Audit Agency.

" Deferred Compensation Employer Payroll Taxes " means the amount equal to the Employer Payroll Taxes resulting from the Nonqualified Deferred Compensation Liability.

" Disclosure Schedules " means the Schedules delivered by the Selling Parties and the Company to Buyer on the date of this Agreement referenced in the table of contents and referred to throughout this Agreement and attached hereto.

" DSS " means the Defense Security Service of the United States Department of Defense.

" Employee Benefit Plan " means each "employee benefit plan" (as defined in Section 3(3) of ERISA, whether or not subject thereto) or employment, consulting, severance, termination, change in control, bonus, incentive, retention, deferred compensation, retirement, employee benefit insurance, vacation, welfare, material fringe benefit, perquisite, equity or equity-based compensation or similar plan, program, Contract or arrangement, whether or not in writing, in each case, that is sponsored, contributed to or maintained by Seller or any of the Acquired Companies, to which Seller or any of the Acquired Companies is obligated to contribute or with respect to which Seller or any of the Acquired Companies has any Liability, contingent or otherwise.

" Employer Payroll Taxes " means the employer portion of any withholding and payroll Taxes attributable to a payment.

" Environmental Law " means any applicable federal, state, local or foreign Law relating to pollution, protection of the environment or natural resources, or the manufacture, processing, generation, treatment, transportation disposal, storage, Release or Remediation of or exposure to Hazardous Substances, as in effect on or prior to the Closing Date.

" ERISA " means the U.S. Employee Retirement Income Security Act of 1974, as amended.

" Escrow Agent " means Citibank, National Association, as escrow agent under the Escrow Agreement.

" FCPA " means the U.S. Foreign Corrupt Practices Act (15 U.S.C. § 78 dd-1 et seq.).

" Financing " means, collectively, any financing transactions contemplated to be entered into by Buyer or any of its Affiliates in connection with or related to the consummation of the Transactions, including any debt, equity or hybrid financing.

" Financing Sources " means any Persons (including any agents, arrangers and lenders) that may commit to provide or arrange or otherwise enter into agreements in connection with any Financing, including any joinder agreements, loan documents, purchase agreements, underwriting agreements, engagement letters, indentures or credit agreements entered into pursuant thereto or relating thereto (including Buyer's (or its Affiliates') existing credit agreements, loan documents and indentures and agents thereunder) together with any of their respective Affiliates and any of their and their Affiliates' respective, direct or indirect, former, current or future general and limited partners, controlling Persons, managers, stockholders, members, Affiliates, agents, officers, directors, employees and Representatives involved in any Financing and any of their respective successors and assigns.

" Full and Open Competition " means competition that is not a "set-aside for small business" as that term is defined in 48 C.F.R. 19.501.

" Funded Backlog " means the total amount of funding allotted to a Government Contract minus the total amount of direct costs, indirect costs and profit or fee allocable to such Government Contract.

" GAAP " means generally accepted accounting principles in the United States.

" Government Audit " means any audit or investigation by a Governmental Entity (other than any Taxing Authority), including the DCAA, an Office of the Inspector General, the Department of Justice, and the United States Office of Federal Contract Compliance Programs, whether or not relating directly or indirectly to one or more Government Contracts or Government Bids.

" Government Bid " means any outstanding bid, offer or proposal which, if accepted or successful, would result in a Current Government Contract.

" Government Contract " means any prime contract, subcontract, purchase order, task order, delivery order, basic ordering agreement, pricing agreement, teaming agreement, letter contract, joint venture or other similar written arrangement between any Acquired Company or Government Contract Joint Venture, on the one hand, and (i) any Governmental Entity or (ii) any higher-tier contractor of a Governmental Entity in its capacity as a higher-tier contractor, on the other hand. A purchase order, a task order or a delivery order under a Government Contract shall not constitute a separate Government Contract, for purposes of this definition, but shall be part of the Government Contract to which it relates.

" Government Contract Joint Ventures " means, the entities listed on Schedule 1.01(b) and any other joint venture of any Acquired Company which has entered into a Government Contract or submitted a Government Bid.

" Government Contract Matters " means: (a) the audits, investigations, claims or Liabilities relating to the incurred cost submissions for the years 2011 through 2017, and (b) any audit, investigation, claims or Liabilities concerning non-compliance with the Service Contract Act to the extent arising out of or resulting from the Company's operations prior to Closing; however, "Government Contract Matters" excludes the Listed Matters Amount and the Overbillings Amount to the extent of an adjustment for

any such amounts in the calculation of Purchase Price pursuant to Sections 2.03 , and 2.04 (including through the inclusion of any such amounts in Indebtedness) and 2.10 .

" Governmental Entity " means any domestic or foreign court, administrative or regulatory agency or other governmental authority (or any department, agency or political subdivision thereof) or any other body or Person exercising regulatory, taxing or other governmental authority.

" Guaranty Agreement " means a guaranty agreement between KBR, Inc. and Sellers' Representative dated as of the date hereof.

" Hazardous Substances " means any substance, material or waste that poses a hazard or threat to human health, safety, natural resources or the environment or that is listed, defined, regulated or forms the basis of liability under any Environmental Law, including "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and petroleum or petroleum products (including crude oil or any fraction thereof).

" HSR Act " means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (together with the rules and regulations promulgated thereunder).

" Illustrative Closing Balance Sheet " means the form of balance sheet attached to the Statement Principles setting forth, for illustration purposes only, a computation of Closing Date Net Working Capital, assuming that the Closing Date was September 30, 2017.

" Indebtedness " means, without duplication, whether or not contingent, (i) all obligations and indebtedness of the Acquired Companies for borrowed money; (ii) all obligations of the Acquired Companies evidenced by notes, bonds, debentures or other similar Contracts; (iii) all obligations of the Acquired Companies arising under letters of credit, bank guarantees or similar facilities; (iv) the capitalized portion of lease obligations under capital leases; (v) all obligations arising from installment purchases of property or representing the deferred purchase price of property or services for which any of the Acquired Companies is liable; (vi) any premium, break fee, penalty or other cost payable in connection with terminating, unwinding or prepaying any obligations described in the preceding clauses (i)-(v); (vii) all obligations of the type referred to in the preceding clauses (i)-(vi) that are secured by a Lien on the assets of the Acquired Companies; (viii) the Listed Matters Amount; and (ix) the Overbillings Amount. For the purposes of this Agreement, " Indebtedness " shall not include (A) the endorsement of negotiable instruments for collection in the ordinary course of business, (B) trade accounts payable in the ordinary course of business or (C) undrawn amounts under letters of credit, bank guarantees or similar facilities (including for the avoidance of doubt Company's guarantee of Alcyon Technical Services, LLC's $4.0 million line of credit with KeyBank). Further, for the avoidance of doubt, the Closing Bonus Payments, the Retention Bonus Amount and the liability with respect to the Nonqualified Deferred Compensation Plan shall not be included in Indebtedness.

" Indemnitees " means the Buyer Indemnitees and the Seller Indemnitees.

" Indemnity Escrow Account " has the meaning specified in the Escrow Agreement.

" Indemnity Escrow Deposit " means $30,175,000.

" Intellectual Property " means all (i) patents and patent applications, including all reissues, divisions, provisionals, continuations and continuations-in-part, re-examinations, renewals and extensions thereof; (ii) copyrights, designs, works of authorship, "moral rights," mask work rights and Software; (iii) trademarks, service marks, trade dress, trade names, logos and domain names and websites (including the content), together with all goodwill in connection with the use thereof and symbolized thereby; (iv) confidential and proprietary information, including trade secrets, know-how, technologies, processes, techniques, architectures, customer lists and invention rights; and (v) registrations and applications for registration of any of the foregoing.

" Judgment " means any judgment, order, ruling, writ, injunction, stipulation or decree, promulgated or entered into by or with any Governmental Entity.

" Law " means any statute, law, ordinance, treaty, rule, code, regulation, common law ruling, Judgment or other binding directive issued, promulgated or enforced by any Governmental Entity.

" Lease " means any lease, license, sublease, sublicense, franchise, easement or other Contract pursuant to which a Person has the right to use any real, personal or intangible property.

" Liabilities " means any and all debts, liabilities and obligations, whether known or unknown, asserted or unasserted,

liquidated or unliquidated, accrued or fixed, absolute or contingent, matured or not, determined or determinable or due or to become due.

" Lien " means any deed of trust, option, claim, mortgage, pledge, lien, charge, security interest, hypothecation, covenant, right-of-way, easement, encroachment, restriction, title defect, right of first refusal or first offer or other similar third-party (or governmental) right or encumbrance of any kind.

" Listed Matters Amount " means, as of a particular date, the sum of (i) the aggregate amount of unpaid actual or reasonably anticipated disallowed direct and indirect costs of the Acquired Companies relating to the incurred cost submission for the years 2006-2017 plus (ii) the aggregate amount of any amounts paid by the Acquired Companies subsequent to Closing to Governmental Entities with respect to actual disallowed direct and indirect costs of the Acquired Companies relating to the incurred cost submission for the years 2006-2017 from and after the Closing and prior to such date; provided , that the amounts set forth in clauses (i) and (ii) shall not include the Overbillings Amount and shall not otherwise include billings in excess of contract costs reflected as current liabilities in the balance sheet of the Company as of the date such amounts are calculated or included in the definition of Indebtedness. Any determination of "reasonably anticipated" disallowed direct and indirect costs of the Acquired Companies relating to the incurred costs submission for the years 2006-2017 shall be consistent with GAAP.

" Material Adverse Effect " means any change, effect, event, circumstance, development, condition, matter, state of facts or occurrence, individually or together with any other of the foregoing, that has had or would reasonably be expected to have a material adverse effect on (A) the business, assets, liabilities, operations, results of operations or financial condition of the Acquired Companies, taken as a whole; provided that none of the following (either alone or in combination) nor any changes, effects, events, circumstances, developments, conditions, matters, state of facts or occurrence, arising or resulting from the following, shall constitute or shall be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect: (i) any change or development in financial or securities markets generally, or general economic, regulatory or business conditions; (ii) any act of terrorism or any outbreak or escalation of hostilities or war (whether or not declared) or any natural disaster; (iii) any change or development that generally affects the industry in which the Acquired Companies operate; (iv) any change in Law or GAAP or the interpretation or enforcement of either; (v) the public announcement of this Agreement or that Buyer is the Person acquiring the Company (including any loss of customer or employee relationships including the departure of any employees, but excluding the breach by any Acquired Company of any Contract with any customer or employee to the extent resulting from the execution of this Agreement or the consummation of the Transactions); (vi) any action taken or not taken by Seller or any Acquired Company at the request of Buyer other than actions taken in accordance with the terms of this Agreement; or (vii) any failure of the Acquired Companies to meet, with respect to any period or periods, any internal or industry analyst projections, forecasts, estimates of earnings or revenues or other financial, strategic or business plans (provided that the underlying facts or basis for such failure to meet projections, forecasts, estimates of earnings or revenues or financial, strategic or business plans which are not otherwise excluded by (i)-(vii) may be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect); except, in the case of clauses (i) through (iv), to the extent such changes, effects, events, circumstances, developments, conditions, matters, states of facts or occurrences have a disproportionate adverse effect on the Acquired Companies, taken as a whole, relative to other participants engaged in the industry in which the Acquired Companies operate or (B) the ability of the Selling Parties to consummate the transactions contemplated by, and discharge their obligations under, this Agreement and the other Transaction Documents.

" NISPOM " means the National Industrial Security Program Operating Manual, Department of Defense Manual 5220.22 as required by Executive Order 12829 and issued under the authority of the Department of Defense Instruction 5220.22, National Industrial Security Program (" NISP "), or subsequent Executive Orders, directives or regulations for the protection of classified information released or disclosed to industry in connection with classified contracts under the NISP.

" Nonqualified Deferred Compensation Liability " means the aggregate amount of benefits payable to participants upon the Closing who have elected to be paid upon a change of control pursuant to and as defined in the Nonqualified Deferred Compensation Plan.

" Nonqualified Deferred Compensation Plan " means the SGT, Inc. Nonqualified Deferred Compensation Plan effective October 1, 2012.

" OCI " means "organizational conflict of interest" as defined in the FAR 2.101.

" Overbillings Amount " means an amount equal to the projected Liability of the Acquired Companies for overbilled fee or indirect cost billed in excess of actual or settled rates for the years 2006 through 2017, which projected Liability is Three Million Six Hundred Seventy-eight Thousand Dollars ($3,678,000).

" Pass-through Tax Returns " means income Tax Returns of the Company or any of its Subsidiaries where the Tax is

imposed on one or more of the Selling Parties rather than on the Company or any of its Subsidiaries. For avoidance of doubt, IRS Forms 1120S and any comparable state or local income Tax Returns of the Company are Pass-through Tax Returns, as are any income Tax Returns filed for the Company as an LLC for any Tax period ending on or prior to Closing.

" Pending Indemnity Claim " means any claim for Damages asserted in good faith by any Buyer Indemnitee in respect of any outstanding and unpaid indemnification Claims pursuant to Section 8.03 or Article XI on or prior to the Expiration Date.

" Permit " means any permit, license, approval or other authorization or approval required or granted by any Governmental Entity.

" Permitted Lien " means any (i) Lien in respect of Taxes, assessments and charges or levies of any Governmental Entity not yet delinquent, or for which adequate reserves are maintained on the 2018 Interim Financial Statements; (ii) materialmens', mechanics', carriers', workmen's, repairmen's or other like Liens arising or incurred in the ordinary course of business for amounts which are not due and payable or which are being contested in good faith by appropriate proceedings; (iii) easements, covenants, rights-of-way and other similar restrictions of record that encumber the Leased Real Property that do not individually or in the aggregate materially detract from the value, ownership or operation of the business of the Acquired Companies conducted at such Leased Real Property; (iv) with respect to interests in leased property, mortgages and other Liens incurred, created, assumed or permitted to exist and arising by, through or under a landlord or owner of the leased property, none of which, individually or in the aggregate, materially detracts from the value, ownership or operation of the related real property; (v) Liens securing Indebtedness that will be released or extinguished at the Closing; and (vi) Liens disclosed in the Financial Statements (or securing liabilities reflected in the Financial Statements) that will be released or extinguished at the Closing.

" Person " means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, Governmental Entity or other entity.

" PII " means personally identifiable information.

" Post-Closing Tax Period " means any taxable period beginning after the Closing Date and the portion of any Straddle Period beginning after the Closing Date.

" Pre-Closing Tax Period " means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date.

" Public Official " means: (i) any officer, employee or representative of any Governmental Entity; (ii) any officer, employee or representative of any commercial enterprise that is owned or controlled, or partially owned or controlled, by a Governmental Entity; (iii) any officer, employee or representative of any public international organization including the African Union, the International Monetary Fund, the United Nations or the World Bank Group; (iv) any Person acting in an official capacity for any Governmental Entity, enterprise, or organization identified in the preceding clauses (i)-(iii); and (v) any political party, party official or candidate for political office.

" Qualified Subchapter S Subsidiary " has the meaning set forth in Section 1361(b)(3)(B) of the Code.

" Rabbi Trust " means the Trust Agreement for the SGT, Inc. Nonqualified Deferred Compensation Plan.

" Rabbi Trust Assets " the assets held by the Rabbi Trust.

" Release " means any emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration or release of Hazardous Substances into or upon the indoor or outdoor environment.

" Remediation " means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, abatement, monitoring, sampling and analysis, installation, reclamation, closure or post-closure action in connection with the suspected, threatened or actual Release of Hazardous Substances.

" Representatives " means, with respect to any Person, such Person's directors, officers, employees, consultants, agents, investment bankers, financial advisors, attorneys, accountants and other representatives.

" Restricted Cash " means (i) cash or cash equivalents held in any account outside of the United States or (ii) cash or cash equivalents that are not freely usable by Buyer because such cash or cash equivalents are subject to restrictions or limitations on use or distribution by Law, Contract or otherwise, including restrictions on dividends and repatriations.

" Retention Bonus Amount " means One Million Dollars ($1,000,000).

" S Corporation " has the meaning set forth in Section 1361(a) of the Code.

" Seller Fundamental Representations " means the representations and warranties set forth in Sections 3.01 (Authority) and 3.03 (Title to Transferred Equity Interests).

" Seller Indemnitees " means the Selling Parties and their respective Affiliates (other than the Acquired Companies), agents and Representatives.

" Software " means computer software and databases, together with, as applicable, object code, source code, firmware and embedded versions thereof and documentation related thereto.

" Statement Principles " means, with respect to the calculation of Closing Date Cash, Closing Date Indebtedness and Closing Date Net Working Capital, the rules, principles, policies and practices set out in Exhibit A attached hereto, which shall be in accordance with GAAP, except as otherwise set forth on Exhibit A .

" Straddle Period " means a taxable period that includes but does not end on the Closing Date.

" Subsidiary " means, with respect to any Person, any partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or other entity of which an amount of the securities or interest having by the terms thereof voting power to elect at least a majority of the board of directors or other analogous governing body of such entity (or, if there are no such voting securities or voting interests, of which at least a majority of the equity interests) is directly or indirectly owned or controlled by such Person, or the general partner of which is such Person. For the avoidance of doubt, the term "Subsidiary" does not include the Government Contract Joint Ventures.

" Tax " and " Taxes " means all U.S. federal, state, local or foreign income, profits, franchise, gross receipts, environmental, customs duty, capital stock, severance, stamp, payroll, sales, ad valorem, services, employment, social security, unemployment, disability, use, property, excise, production, value added, occupancy, alternative or add-on minimum, escheat, imposts, duties, withholdings, or other tax or assessments imposed by a Governmental Entity, together with all interest, fines, penalties and additions attributable to or imposed with respect to such amounts.

" Tax Proceeding " means any audit, deficiency, assessment, examination, contest, request for information, investigation, hearing or Action relating to Taxes.

" Tax Return " means any return, declaration, report, claim for refund, or information return or statement relating to Taxes other than payroll or other employment related Taxes, including any schedule or attachment thereto, and including any amendment thereof required or permitted to be filed.

" Taxing Authority " means any Governmental Entity exercising any authority to impose, regulate or administer the imposition of Taxes.

" Trade Controls Laws " means any applicable Laws administered by a Governmental Entity (except to the extent inconsistent with U.S. Law), related to export controls and economic sanctions, including the International Traffic in Arms Regulations (22 C.F.R. Part 120 et seq.); the Export Administration Act of 1979, as amended (50 U.S.C. App. §§ 2401-2420); the Export Administration Regulations (15 C.F.R. Part 730 et seq.); the International Emergency Economic Powers Act (50 U.S.C. §§ 1701-1707); regulations and restrictions administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (31 C.F.R. Part 500 et seq.); Executive Orders of the President of the United States regarding restrictions on trade with designated countries and persons; the United States anti-boycott regulations administered by the Office of Anti-Boycott Compliance of the United States Department of Commerce and the Internal Revenue Service; the reporting requirements administered by the Census Bureau of the United States Department of Commerce; and applicable laws governing imports and customs, including the U.S. customs regulations at 19 C.F.R. Chapter 1.

" Transaction Documents " means this Agreement and the Ancillary Agreements.

" Transaction Tax Deductions " means any deduction permitted for income Tax purposes that is attributable to: (i) any compensatory or other payment arising in connection with the transactions contemplated by this Agreement and paid or accrued on or before the Closing Date or taken into account in determining Purchase Price or as an adjustment thereto (including pursuant to Article II) ; (ii) any Unpaid Company Transaction Expenses; or (iii) any amounts paid or accrued by the Selling Parties. For avoidance of doubt, Transaction Tax Deductions include any deduction for income Tax purposes that is attributable to the Closing Bonus Payments and the Estimated Deferred Compensation Liability, except to the extent such deduction is disallowed by a final

non-appealable ruling.

" Transactions " means, collectively, the transactions contemplated by this Agreement and the other Transaction Documents, including the purchase and sale of the Transferred Equity Interests.

" Transfer Taxes " mean any sales, use, transfer, value added, conveyance, documentary transfer, stamp duty, recording or other similar Tax imposed in connection with the Restructuring or the purchase and sale of the Transferred Equity Interests.

" Unfunded Backlog " means the total price or estimated cost of a Government Contract minus the Funded Backlog under such Government Contract.

" Unpaid Company Transaction Expenses " means, without duplication, the sum of (a) the aggregate unpaid fees and expenses of any lawyers, accountants, investment bankers, financial advisors, brokers, consultants, agents, accountants, dataroom administrators and other third parties engaged by any Selling Party or the Acquired Companies (or payable by the Acquired Companies on behalf of any Selling Party), relating to the negotiation, documentation and consummation of the transactions contemplated by this Agreement and/or the Transaction Documents, but excluding any such fees and expenses expressly specified to be paid by Buyer pursuant to Section 8.04 , (b) any unpaid transaction bonus, retention payment or change-of-control payment payable by any of the Acquired Companies to any employees of the Acquired Companies relating to, arising out of or in connection with the execution of this Agreement or the Transaction Documents or the Transactions (including Employer Payroll Taxes imposed on such amounts) but excluding the Closing Bonus Payments, retention payments to be funded with the Retention Bonus Amount and any liability with respect to the Nonqualified Deferred Compensation Plan, (c) any amounts payable to the Selling Parties or their Affiliates (other than employees of the Acquired Companies) by any Acquired Company; provided , however , that, for the avoidance of any doubt, any amounts included in Closing Date Net Working Capital or Closing Date Indebtedness shall be excluded from Unpaid Company Transaction Expenses.

" VRP " means the Company's 2011 Value Rewards Plan.

(a) The following terms used in this Agreement shall have the meanings assigned to them in the respective Sections or Schedules set forth below:

Term	Location
2015 Financial Statements	§4.06(a)
2016 Financial Statements	§4.06(a)
2017 Financial Statements	§4.06(a)
2018 Interim Financial Statements	§4.06(a)
Accounting Arbitrator	§2.04(c)
Acquired Companies	§1.01
Acquisition Proposal	§1.01
Action	§1.01
Additional Deferred Compensation Liability	§2.09
Adjustment Statement	§2.04(a)
Aerodyne	§7.07(a)
Affiliate	§1.01
Affiliate Transaction	§4.22
Agreement	Preamble
Ancillary Agreements	§1.01
Antitrust Approvals	§1.01
Antitrust Division	§7.03(b)
Antitrust Filings	§1.01
Arbitration Statement	§2.04(c)
Benefits Continuation Period	§9.01(a)
Business Insurance Policies	§4.18
Business Intellectual Property	§1.01
Buyer	Preamble
Buyer Indemnitees	§1.01
Buyer Released Parties	§8.07

VRP§1.01
Working Capital Target§2.03(c)

SECTION 1.02 Interpretation and Construction .

(a) Unless otherwise provided herein, all monetary values stated herein are expressed in United States currency and all references to "dollars" or "$" will be deemed references to the lawful money of the United States.

(b) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. When a reference is made in this Agreement to a party or to a Section, Exhibit or Schedule, such reference shall be to a party to, a Section of, or an Exhibit or Schedule to, this Agreement, unless otherwise indicated. All terms defined in this Agreement shall have their defined meanings when used in any Exhibit or Schedule to this Agreement or any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein. Whenever used in this Agreement, "business day" shall mean any day, other than a Saturday or a Sunday or a day on which banking and savings and loan institutions are authorized or required by applicable Law to be closed in the State of New York. Whenever the words "include", "includes", "including" or "such as" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "or" when used in this Agreement is not exclusive. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". Whenever used in this Agreement, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. Any Contract or statute defined or referred to herein means such Contract or statute as from time to time amended, supplemented or modified, including (i) in the case of Contracts, by waiver or consent and, in the case of statutes, by succession of comparable successor statutes and (ii) all attachments thereto and instruments incorporated thereby. The words "asset" and "property" shall be construed to have the same meaning and effect. References to a Person are also to its permitted successors and assigns. The phrase "delivered" or "made available" shall mean that the information referred to has been physically or electronically delivered to the relevant parties hereto or their representatives, including, in the case of "made available" to Buyer, material that has been posted to the Data Room.

ARTICLE II

Closing

SECTION 2.01 Closing . The closing of the purchase and sale of the Transferred Equity Interests (the " Closing ") shall take place at the offices of Hogan Lovells US LLP in McLean, Virginia, at 10:00 a.m., Eastern Standard time, on the later to occur of (a) April 2, 2018 and (b) the fifth (5 th) business day following the satisfaction (or, to the extent permitted by Law, waiver by the parties entitled to the benefit thereof) of the conditions set forth in Article VI (other than those conditions intended to be satisfied at the Closing but subject to their satisfaction or waiver at such time), or at such other place, time and date as shall be agreed in writing between the parties hereto. The date on which the Closing occurs is referred to in this Agreement as the " Closing Date ". For financial accounting and Tax purposes, the Closing shall be deemed to have become effective as of 11:59 p.m. Eastern Standard Time, on the Closing Date.

SECTION 2.02 Sale of the Transferred Equity Interests . Pursuant to the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, assign and transfer to Buyer, and Buyer shall purchase, acquire and accept, the Transferred Equity Interests owned by Seller, free and clear of all Liens other than Liens created or imposed by Buyer and its Affiliates or transfer restrictions arising under securities laws. Accordingly, Seller shall deliver at the Closing a membership interest certificate representing the Transferred Equity Interests, together with a membership interest transfer power endorsed in blank.

SECTION 2.03 Purchase Price . (a) The purchase price to be paid by Buyer in consideration of the sale, conveyance and transfer of the Transferred Equity Interests and the other covenants and agreements of the Selling Parties and the Company contained herein shall be Three Hundred Fifty Five Million Dollars ($355,000,000) (the " Purchase Price "). The Purchase Price (i) as adjusted pursuant to Section 2.03(c) is referred to in this Agreement as the " Closing Consideration " and (ii) as adjusted

pursuant to Section 2.04(d) is referred to in this Agreement as the " Final Purchase Price ."

(a) Not later than three (3) business days prior to the Closing Date, the Company shall deliver to Buyer a written statement setting forth (i) the Company's good faith estimate of (A) Closing Date Cash, (B) Closing Date Net Working Capital, (C) Closing Date Indebtedness (which shall include the Closing Date NPV Listed Matters Amount and the Overbillings Amount) and (D) Unpaid Company Transaction Expenses, (ii) the Closing Bonus Payments (which shall include, in reasonable detail, (A) the amount payable to each employee or former employee included in Closing Bonus Payments and (B) the portion of the Employer Payroll Taxes associated therewith) and (iii) and the Estimated Deferred Compensation Liability, the Deferred Compensation Employer Payroll Taxes, together with reasonable supporting documentation for any such estimates and reasonable access to such business records, personnel and other information as Buyer may reasonably request in relation to the calculation of such amounts. Such statement, as delivered to Buyer, is referred to in this Agreement as the " Closing Date Statement ".

(b) (i) If the Closing Date Net Working Capital as shown on the Closing Date Statement (the " Estimated Closing Date Net Working Capital ") is greater than Fourteen Million Nine Hundred Thousand Dollars ($14,900,000) (the " Working Capital Target "), then the Purchase Price shall be increased by the amount by which the Estimated Closing Date Net Working Capital exceeds the Working Capital Target. If the Estimated Closing Date Net Working Capital is less than the Working Capital Target, then the Purchase Price shall be decreased by the amount by which the Estimated Closing Date Net Working Capital is less than the Working Capital Target;

(i) If the Closing Date Cash as shown on the Closing Date Statement is greater than zero, the Purchase Price shall be increased by the amount of such excess;

(ii) If the Closing Date Indebtedness as shown on the Closing Date Statement is greater than zero, the Purchase Price shall be decreased by the amount of such excess; and

(iii) If the Unpaid Company Transaction Expenses shown on the Closing Date Statement is greater than zero, the Purchase Price shall be decreased by the amount of such excess.

(c) At the Closing, Buyer shall pay or cause to be paid an amount of cash in U.S. dollars equal to the Closing Date Amount to Seller, in immediately available funds by wire transfer to one or more bank accounts designated in writing by Sellers' Representative at least two (2) business days prior to the Closing Date plus pay or cause to be paid all Unpaid Company Transaction Expenses and the other payments contemplated by Section 2.07 .

SECTION 2.04 Post-Closing Purchase Price Determination . (a) Within ninety (90) calendar days after the Closing Date, Buyer shall prepare and deliver to Sellers' Representative a statement setting forth Buyer's good faith calculation of the Closing Date Cash, Closing Date Net Working Capital, the Closing Date Indebtedness, Unpaid Company Transaction Expenses and any resulting proposed adjustment to the Purchase Price, together with reasonable supporting documentation for such calculations. Such statement, as delivered to Sellers' Representative, is referred to in this Agreement as the " Adjustment Statement ".

(a) If Sellers' Representative disagrees with any of Buyer's calculations of the Closing Date Cash, Closing Date Net Working Capital, Closing Date Indebtedness, Unpaid Company Transaction Expenses or any resulting proposed adjustment to the Purchase Price, as set forth on the Adjustment Statement, Sellers' Representative shall notify Buyer in writing of such disagreement within sixty (60) calendar days after delivery of the Adjustment Statement to Sellers' Representative (an " Objection Dispute "). Any such notice of an Objection Dispute shall specify in reasonable detail the nature of the Objection Dispute so asserted with respect to each item or amount set forth in the Adjustment Statement and provide reasonable supporting detail with respect to Sellers' Representative's calculation of the Objection Dispute. The failure of Sellers' Representative to deliver written notice of an Objection Dispute to Buyer within sixty (60) calendar days after delivery of the Adjustment Statement to Sellers' Representative shall be deemed acceptance of the Adjustment Statement and the amounts set forth therein.

(b) Buyer and Sellers' Representative shall negotiate in good faith to resolve any Objection Dispute and any resolution agreed to in writing by Buyer and Sellers' Representative shall be final and binding upon the parties. If Buyer and Sellers' Representative are unable to resolve all Objection Disputes within thirty (30) calendar days of delivery of written notice of such Objection Disputes by Sellers' Representative to Buyer, then the disputed matters shall be referred for final determination to an independent accounting firm (the " Accounting Arbitrator "). The Accounting Arbitrator shall be Ernst & Young LLP or, if such firm is unable or unwilling to so act, such other internationally recognized firm of independent public accountants that is not the independent auditor of (and does not otherwise serve as a consultant to) either Buyer or Sellers' Representative (or their respective Affiliates) as shall be agreed upon by Buyer and Sellers' Representative in writing. Once selected, each of Buyer and Sellers' Representative shall promptly deliver to the Accounting Arbitrator (with a copy to the other party) a written statement (an " Arbitration Statement ") setting forth their current positions as to the amounts underlying each unresolved Objection Dispute, as of

the date of delivery of such Arbitration Statement. The Accounting Arbitrator shall only consider those items and amounts set forth in each party's Arbitration Statement and must resolve all unresolved Objection Disputes in accordance with the terms and provisions of this Agreement. Buyer and Sellers' Representative shall instruct the Accounting Arbitrator to deliver a written report setting forth the resolution of any unresolved Objection Disputes determined in accordance with this Section 2.04 within fifteen (15) business days following the date of delivery of the Arbitration Statements to the Accounting Arbitrator. In making its determination, the Accounting Arbitrator shall act as an expert and not as an arbitrator. The scope of the Accounting Arbitrator's determination shall be limited to whether there were mathematical errors in the Adjustment Statement, whether the calculations of the Closing Date Cash, Closing Date Indebtedness, Closing Date Net Working Capital, Unpaid Company Transaction Expenses or any resulting proposed adjustment to the Purchase Price set forth therein were performed strictly in accordance with the Statement Principles and the definitions contained herein and therein, and the Accounting Arbitrator is not to make any other determination. The Accounting Arbitrator's determination with respect to any unresolved Objection Dispute shall be within the range of values assigned by Buyer to such item in the Adjustment Statement and by Sellers' Representative to such item in the Objection Dispute. Such report of the Accounting Arbitrator shall be final and binding upon the parties to this Agreement. Upon the agreement of Buyer and Sellers' Representative or the decision of the Accounting Arbitrator, or if Sellers' Representative fails to deliver written notice of an Objection Dispute to Buyer within the sixty (60)-day period provided in Section 2.04(b) , the Adjustment Statement, as adjusted if necessary pursuant to the terms of this Agreement, shall be deemed to be the Adjustment Statement for purposes of calculating the Purchase Price Adjustment pursuant to this Section 2.04 . Without limiting any rights the parties may have under Article XI and Section 8.03 , Buyer and Sellers' Representative agree that the procedure set forth in this Section 2.04 for resolving disputes with respect to the Adjustment Statement shall be the exclusive method for resolving any disputes with respect to Closing Date Cash, Closing Date Indebtedness, Closing Date Net Working Capital, Unpaid Company Transaction Expenses and any resulting proposed adjustment to the Purchase Price set forth in the Adjustment Statement and none of the Selling Parties or Buyer shall be entitled to indemnification for Damages pursuant to Article XI to the extent taken into account in the determination of Closing Date Cash, Closing Date Indebtedness, Closing Date Net Working Capital, Unpaid Company Transaction Expenses and any resulting proposed adjustment to the Purchase Price set forth in the Adjustment Statement. The Accounting Arbitrator will determine the allocation of the cost of its review and report to Sellers' Representative and Buyer based on the inverse proportion of (x) the portion of the Accounting Arbitrator's determination (before such allocation) successfully awarded to such party bears to (y) the total amount of the Accounting Arbitrator's determination (before such allocation) as originally submitted to the Accounting Arbitrator. For example, should the items in dispute total One Thousand Dollars ($1,000) and the Accounting Arbitrator awards Six Hundred Dollars ($600) in favor of Sellers' Representative's position, sixty percent (60%) of the costs of the Accounting Arbitrator's review would be borne by Buyer and forty percent (40%) of the costs would be borne by Sellers' Representative. Sellers' Representative and Buyer shall pay the fees and expenses of the Accounting Arbitrator as so allocated. Buyer and Sellers' Representative agree to execute, if requested by the Accounting Arbitrator, a reasonable engagement letter in customary form and shall cooperate with the Accounting Arbitrator and promptly provide documents and information reasonably requested by the Accounting Arbitrator so as to enable it to make its determination as quickly and as accurately as practicable.

(c) (i) If the Closing Date Net Working Capital as finally determined pursuant to Section 2.04(b) or (c) (the " Final Closing Date Net Working Capital ") is greater than the Working Capital Target, then the Purchase Price shall be increased by the amount by which the Final Closing Date Net Working Capital exceeds the Working Capital Target. If the Final Closing Date Net Working Capital is less than the Working Capital Target, then the Purchase Price shall be decreased by the amount by which the Final Closing Date Net Working Capital is less than the Working Capital Target;

(ii) If the Closing Date Cash as finally determined pursuant to Section 2.04(b) or (c) is greater than zero, the Purchase Price shall be increased by the amount of such excess;

(iii) If the Closing Date Indebtedness as finally determined pursuant to Section 2.04(b) or (c) is greater than zero, the Purchase Price shall be decreased by the amount of such excess; and

(iv) If the Unpaid Company Transaction Expenses as finally determined pursuant to Section 2.04(b) or (c) is greater than zero, the Purchase Price shall be decreased by the amount of such excess.

(d) For purposes of this Agreement, the " Purchase Price Adjustment " shall be an amount (which amount may be a negative number) equal to (i) the Final Purchase Price *minus* (ii) the Closing Consideration. If the Purchase Price Adjustment is a positive number, then, Buyer shall pay or cause to be paid to Seller, an amount of cash in U.S. dollars equal to the Purchase Price Adjustment, in immediately available funds by wire transfer to one or more bank accounts designated in writing by Sellers' Representative. If the Purchase Price Adjustment is a negative number, then, (A) Sellers' Representative and Buyer shall instruct the Escrow Agent to distribute from the Indemnity Escrow Account an amount equal to the Purchase Price Adjustment to Buyer and (B) if such Purchase Price Adjustment exceeds the funds then-remaining in the Indemnity Escrow Account, Seller shall pay or cause to be paid, to Buyer an amount equal to the difference between the Purchase Price Adjustment and the funds then-remaining in the Indemnity Escrow Account. Any amounts payable to Buyer pursuant to this Section 2.04(e) shall be made in cash in U.S. dollars, in

immediately available funds by wire transfer to one or more bank accounts designated in writing by Buyer.

(e) During the period following the Closing Date through the date on which the Adjustment Statement becomes final and binding on the parties pursuant to Section 2.04(b) or (c) , Buyer shall provide Sellers' Representative and its Representatives with reasonable access during normal business hours to all the properties, personnel and records of the Acquired Companies relevant to the calculation of the Purchase Price Adjustment (subject to reasonable confidentiality restrictions and to providing such assurances, releases, indemnities or other agreements as accountants may customarily require in such circumstances).

SECTION 2.05 Withholding Taxes . Seller and Buyer are each permitted to deduct and withhold amounts from any payment made under this Agreement as required under applicable Law. Any party that determines that applicable Law requires it to withhold any amounts from any payments made under this Agreement shall notify the other party as soon as reasonably practicable after making such determination; provided , however , that the failure to provide such notification shall not preclude the withholding party from making the withholding required by applicable Law. The parties shall reasonably cooperate with each other to reduce the amount of withholding Taxes imposed on any payment made under this Agreement, including by executing and filing any forms or certificates reasonably required to claim an available reduced rate of, or exemption from, withholding Taxes. Any amounts so deducted shall be remitted by the withholding party to the appropriate Governmental Entity and shall be treated for all purposes of this Agreement as having been paid to the party in respect of which such deduction was made.

SECTION 2.06 Closing Deliveries by the Selling Parties and the Company . At the Closing, the Selling Parties and the Company shall deliver or cause to be delivered to Buyer (unless delivered previously), the following:

(a) a certificate of status of the Company from the Maryland Department of Assessments and Taxation dated within two (2) business days prior to Closing;

(b) a certificate in a form reasonably acceptable to Buyer from an officer of the Company, dated as of the Closing Date and attaching with respect to the Company true and complete copies of (i) the Company's articles of formation and all amendments thereto, in effect as of the Closing Date, (ii) the Company's operating agreement and all amendments thereto, in effect as of the Closing Date and (iii) resolutions of the board of managers and sole members of the Company as to the authorization of this Agreement and the Transactions;

(c) all books and records of the Acquired Companies;

(d) the officer's certificate referred to in Section 6.01(d) ;

(e) a duly executed counterpart of the escrow agreement substantially in the form of Exhibit B attached hereto (the " Escrow Agreement ");

(f) a membership interest certificate representing the Transferred Equity Interests, together with executed membership interest transfer powers endorsed in blank in form and substance reasonably acceptable to Buyer;

(g) resignation letters, effective as of the Closing Date, in a form reasonably acceptable to Buyer, from the managers, directors and officers of the Acquired Companies, as requested by Buyer at least three (3) business days prior to the Closing Date;

(h) a certificate of non-foreign status, duly executed by Seller, substantially in the form set out in Section 1.1445-2(b)(2) of the Treasury Regulations certifying that the purchase of the Transferred Equity Interests pursuant to the terms of this Agreement is exempt from withholding pursuant to the Foreign Investment in Real Property Tax Act;

(i) evidence reasonably acceptable to Buyer of the termination of the Affiliate Contracts in accordance with Section 7.06 , other than those identified on Schedule 4.22(b) ;

(j) evidence reasonably acceptable to Buyer of the repayment and extinguishment in full of all Funded Indebtedness of the Acquired Companies at or as of the Closing effective as of the Closing without any further Liability to the Acquired Companies, Buyer or any of their respective Affiliates, or, to the extent not so repaid and extinguished prior to Closing: (i) executed payoff letters or final invoices, as applicable, from each lender, creditor, noteholder or other counterparty to which such Indebtedness is owing (whether or not then due and payable) (or such counterparty's agent), in each case (A) setting forth the amount to be paid at Closing, together with wire transfer instructions, (B) evidencing that the payment of such amount would result in the full repayment, satisfaction, release and discharge of all current and future obligations of the Acquired Companies in respect of such item and of all current and future Liens relating to such item and (C) contemplating the delivery of UCC-3 termination statements and other releases that when filed or recorded, as the case may be, will be sufficient to release any and all Liens relating

to such item, if applicable, and (ii) at the Closing, all UCC-3 termination statements and other releases, if any, relating to assets, properties or rights secured by such Funded Indebtedness;

(k) a certificate in a form reasonably acceptable to Buyer from an officer of Seller, dated as of the Closing Date and attaching with respect to Seller true and complete copies of (i) Seller's certificate of incorporation and all amendments thereto, in effect as of the Closing Date, (ii) Seller's bylaws and all amendments thereto, in effect as of the Closing Date and (iii) resolutions of the board of directors of Seller and the Selling Parties as to the authorization of this Agreement, the Ancillary Agreements and the Transactions; and

(l) true and complete copies of all the documents relating to the LLC Conversion duly executed by the applicable parties in form and substance reasonably acceptable to Buyer, including evidence reasonably acceptable to Buyer of the completion of the QSub election and the LLC Conversion. For the avoidance of doubt, the Selling Parties and the Company shall not have had the Company requalify in any foreign jurisdictions or file any name change or novation documents in connection with the LLC Conversion.

SECTION 2.07 Closing Deliveries by Buyer . At the Closing, Buyer will deliver or cause to be delivered to Seller, the Escrow Agent, the third-parties that are owed any Unpaid Company Transaction Expenses or are lenders of Funded Indebtedness or the Company, as applicable (unless previously delivered), the following:

(a) to the Seller or its assigns, the Closing Date Amount;

(b) the Indemnity Escrow Deposit to the accounts set forth in Section 2.08 and provided by the Escrow Agent to Sellers' Representative and Buyer prior to the Closing Date;

(c) the Closing Bonus Payments to the Company (for payment to the persons owed such payments as set forth in Section 2.09);

(d) the total of the Funded Indebtedness and the Unpaid Company Transaction Expenses;

(e) the officer's certificate referred to in Section 6.02(c) ; and

(f) a duly executed counterpart of the Escrow Agreement.

SECTION 2.08 Escrow . Effective as of the Closing, Sellers' Representative and Buyer shall enter into the Escrow Agreement with the Escrow Agent. In accordance with the terms of the Escrow Agreement, Buyer shall deposit, at Closing, the Indemnity Escrow Deposit which shall be held in the Indemnity Escrow Account to secure (a) the payment of any negative Purchase Price Adjustment to Buyer in accordance with Section 2.04(e) , (b) any payment of any adjustment to the Final Purchase Price contemplated by Section 2.10 payable to Buyer and (c) the indemnification obligations of the Selling Parties set forth in Section 8.03 and Article XI . The Indemnity Escrow Deposit, plus any interest or earnings thereon, shall each be managed and paid out by the Escrow Agent after the Closing in accordance with the terms of this Agreement and the Escrow Agreement. In the event that any payments are to be made out of the Indemnity Escrow Account pursuant to this Agreement, each of Buyer and Sellers' Representative agrees to take all actions reasonably necessary to cause each such payment to be made pursuant to the Escrow Agreement, including by delivering executed joint written instructions to the Escrow Agent and directing the Escrow Agent to make such payment. The funds in the Indemnity Escrow Account shall be distributed by the Escrow Agent, in accordance with Section 2.04 , this Section 2.08 , Section 2.10 , Section 8.03 , and Article XI of this Agreement and the Escrow Agreement. Within ten (10) days following (i) the one-year anniversary of the Closing Date, an amount equal to Fifteen Million Nine Hundred Seventy-five Thousand Dollars ($15,975,000), minus the sum of (A) the amount of all Pending Indemnity Claims as of such date and (B) the aggregate amount of any prior distribution from the Indemnity Escrow Account , shall be released to Seller and (ii) the Expiration Date, the amount of the Indemnity Escrow Account then remaining (including, for the avoidance of doubt, all interest and other income earned thereon), minus the amount of all Pending Indemnity Claims, shall be released to Seller. Upon the settlement or final determination of any Pending Indemnity Claim under Section 8.03 or Article XI , Sellers' Representative and Buyer shall jointly instruct the Escrow Agent in writing to pay or cause to be paid any amount remaining in the Indemnity Escrow Account relating to such previously Pending Indemnity Claim to Seller and/or to Buyer, as the case may be.

SECTION 2.09 Closing Bonus Payments and Nonqualified Deferred Compensation Plan . The employees (or former employees) of the Company holding rights under the VRP or any special transaction related bonus plan in accordance with Section 7.01(b)(iii) , as applicable, shall receive on the Closing Date the amount of the benefits payable to them under the VRP or any special transaction related bonus plan in accordance with Section 7.01(b)(iii) , as applicable. The amount of applicable tax withholding applicable to the employees (or former employees) with respect to the VRP or such bonus plan shall be paid by the

Company for purposes of the Company performing the applicable tax reporting or tax withholdings with respect to such payments. The participants in the Nonqualified Deferred Compensation Plan who are entitled to payment of their deferred compensation accounts under the Nonqualified Deferred Compensation Plan by reason of the Closing shall on the Closing Date be paid the estimated amount of their deferred compensation account (the " Estimated Deferred Compensation Liability ") less applicable Tax withholding, and the Deferred Compensation Employer Payroll Taxes shall be paid to the Company for purposes of reporting and delivery of such Tax withholding to the Internal Revenue Service. As soon as reasonably practicable after the Closing Date, the Company shall pay to such participants the additional amount, if any, of deferred compensation payable to the participants entitled to distribution of their deferred compensation accounts necessary to complete the distribution due by reason of the Closing (the " Additional Deferred Compensation Liability "). As soon as reasonably practicable after the Closing Date the Company shall direct the trustee of the Rabbi Trust to distribute to the Company the aggregate amount of Estimated Deferred Compensation Liability and Additional Deferred Compensation Liability, in accordance with the terms of the Rabbi Trust (the " Reimbursement Withdrawal "). As soon as reasonably practicable following the Company's receipt of the Reimbursement Withdrawal from the Rabbi Trust and the Company's receipt of an accounting of the Rabbi Trust assets and liabilities from the trustee under the Rabbi Trust, the Company shall pay to Seller an amount equal to the Estimated Deferred Compensation Liability *minus* (x) the total of the amounts, if any, by which the amount of the Reimbursement Withdrawal is less than the sum of the Estimated Deferred Compensation Liability and the Additional Deferred Compensation Liability and (y) the amount, if any, by which the aggregate liabilities under the Nonqualified Deferred Compensation Plan as of date of the Reimbursement Withdrawal exceed the value of assets held in the Rabbi Trust, after giving effect to the withdrawal of surplus effected by Seller on or prior to the Closing Date, the Reimbursement Withdrawal and the payment to participants of the Estimated Deferred Compensation Liability and Additional Deferred Compensation Liability. For the avoidance of doubt, any deduction for income Tax purposes that is attributable to the Additional Deferred Compensation Liability shall be allocated to the Post-Closing Tax Period.

SECTION 2.10 Post-Closing Listed Matter Adjustment . (a) No later than ninety (90) calendar days prior to the Expiration Date, Buyer shall prepare and deliver to Sellers' Representative a statement setting forth Buyer's good faith calculation of the Listed Matters Amount as of the 90 th day prior to the Expiration Date, together with reasonable documentation supporting Buyer's calculation thereof, and any resulting proposed adjustment to the Final Purchase Price. Such statement, as delivered to Sellers' Representative, is referred to in this Agreement as the " Listed Matter Statement ."

(a) If Sellers' Representative disagrees with any of Buyer's calculation of the Listed Matters Amount or any resulting proposed adjustment to the Final Purchase Price, as set forth on the Listed Matter Statement, Sellers' Representative shall notify Buyer in writing of such disagreement within thirty (30) calendar days after delivery of the Listed Matter Statement to Sellers' Representative (a " Listed Matter Objection Dispute ").Any such notice of a Listed Matter Objection Dispute shall specify in reasonable detail the nature of the Listed Matter Objection Dispute so asserted with respect to each item or amount set forth in the Listed Matter Statement and provide reasonable supporting detail with respect to Sellers' Representative's calculation of the Listed Matter Objection Dispute. The failure of Sellers' Representative to deliver written notice of a Listed Matter Objection Dispute to Buyer within thirty (30) calendar days after delivery of the Listed Matter Statement to Sellers' Representative shall be deemed acceptance of the Listed Matter Statement and the amounts set forth therein.

(b) Buyer and Sellers' Representative shall negotiate in good faith to resolve any Listed Matter Objection Dispute and any resolution agreed to in writing by Buyer and Sellers' Representative shall be final and binding upon the parties. If Buyer and Sellers' Representative are unable to resolve any Listed Matter Objection Dispute within thirty (30) calendar days of delivery of written notice of such Listed Matter Objection Dispute by Sellers' Representative to Buyer, then the disputed matters shall be referred for final determination to the Accounting Arbitrator. Promptly following such referral each of Buyer and Sellers' Representative shall promptly deliver to the Accounting Arbitrator (with a copy to the other party) an Arbitration Statement setting forth their current positions as to the amounts underlying each unresolved Listed Matter Objection Dispute, as of the date of delivery of such Arbitration Statement. The Accounting Arbitrator shall only consider those items and amounts set forth in each party's Arbitration Statement and must resolve all unresolved Listed Matter Objection Disputes in accordance with the terms and provisions of this Agreement. Buyer and Sellers' Representative shall instruct the Accounting Arbitrator to deliver a written report setting forth the resolution of any unresolved Listed Matter Objection Disputes determined in accordance with this Section 2.10 within fifteen (15) business days following the date of delivery of the Arbitration Statements to the Accounting Arbitrator. In making its determination, the Accounting Arbitrator shall act as an expert and not as an arbitrator. The scope of the Accounting Arbitrator's determination shall be limited to whether there were mathematical errors in the Listed Matter Statement, whether the calculation of the Listed Matters Amount or any resulting proposed adjustment to the Final Purchase Price set forth therein were performed accurately and in accordance with the definitions contained herein, and the Accounting Arbitrator is not to make any other determination. The Accounting Arbitrator's determination with respect to any unresolved Listed Matter Objection Dispute shall be within the range of values assigned by Buyer to such item in the Listed Matter Statement and by Sellers' Representative to such item in the Listed Matter Objection Dispute. Such report of the Accounting Arbitrator shall be final and binding upon the parties to this Agreement. Upon the agreement of Buyer and Sellers' Representative or the decision of the Accounting Arbitrator, or if Sellers'

Representative fails to deliver written notice of a Listed Matter Objection Dispute to Buyer within the thirty (30)-day period provided in Section 2.10(b) , the Listed Matter Statement, as adjusted if necessary pursuant to the terms of this Agreement, shall be deemed to be the Listed Matter Statement for purposes of calculating any adjustment of the Listed Matters Amount pursuant to this Section 2.10 . Without limiting any rights the parties may have under Article XI , Buyer and Sellers' Representative agree that the procedure set forth in this Section 2.10 for resolving disputes with respect to the Listed Matter Statement shall be the exclusive method for resolving any disputes with respect to the Listed Matters Amount and any resulting proposed adjustment to the Final Purchase Price set forth in the Listed Matter Statement and none of the Selling Parties or Buyer shall be entitled to indemnification for Damages pursuant to Article XI to the extent taken into account in the determination of the Listed Matters Amount and any resulting proposed adjustment to the Final Purchase Price set forth in the Listed Matter Statement. The Accounting Arbitrator will determine the allocation of the cost of its review and report to Sellers' Representative and Buyer based on the inverse proportion of (x) the portion of the Accounting Arbitrator's determination (before such allocation) successfully awarded to such party bears to (y) the total amount of the Accounting Arbitrator's determination (before such allocation) as originally submitted to the Accounting Arbitrator. For example, should the items in dispute total One Thousand Dollars ($1,000) and the Accounting Arbitrator awards Six Hundred Dollars ($600) in favor of Sellers' Representative's position, sixty percent (60%) of the costs of the Accounting Arbitrator's review would be borne by Buyer and forty percent (40%) of the costs would be borne by Sellers' Representative. Sellers' Representative and Buyer shall pay the fees and expenses of the Accounting Arbitrator as so allocated. Buyer and Sellers' Representative agree to execute, if requested by the Accounting Arbitrator, a reasonable engagement letter in customary form and shall cooperate with the Accounting Arbitrator and promptly provide documents and information reasonably requested by the Accounting Arbitrator so as to enable it to make its determination as quickly and as accurately as practicable.

(c) If the Closing Date Actual Listed Matters Amount exceeds the Listed Matters Amount as finally determined pursuant to Section 2.10(b) or (c) the " Final Listed Matters Amount "), then Buyer shall pay or cause to be paid to Seller an amount of cash in U.S. dollars equal to such excess in immediately available funds by wire transfer to one or more bank accounts designated in writing by Sellers' Representative; provided , however , that in no event shall such excess payment exceed the Closing Date NPV Listed Matter Amount. If the Final Listed Matters Amount exceeds the Closing Date Actual Listed Matters Amount, then, Sellers' Representative and Buyer shall instruct the Escrow Agent to distribute from the Indemnity Escrow Account an amount equal to such excess to Buyer. Any amounts payable to Buyer pursuant to this Section 2.10(e) shall be made in cash in U.S. dollars, in immediately available funds by wire transfer to one or more bank accounts designated in writing by Buyer.

(d) During the period following the Closing Date through the date on which the Listed Matter Statement becomes final and binding on the parties pursuant to Section 2.10(b) or (c) , Buyer shall provide Sellers' Representative and its Representatives with reasonable access upon Sellers' Representative's reasonable request during normal business hours to the properties, personnel and records of the Acquired Companies relevant to the calculation of the Final Listed Matters Amount (subject to reasonable confidentiality restrictions and to providing such assurances, releases, indemnities or other agreements as accountants may customarily require in such circumstances).

ARTICLE III

Representations and Warranties of Selling Parties

The Selling Parties, jointly and severally, represent and warrant to Buyer as follows:

SECTION 3.01 Authority . Such Selling Party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization or formation. Such Selling Party has all requisite organizational power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted. Such Selling Party has power and authority to execute and deliver this Agreement and to carry out, or cause to be carried out, the transactions contemplated hereby. Such Selling Party has, or will have at the Closing, full power and authority to execute and deliver each Transaction Document (other than this Agreement) to which it is or will be a party and to carry out, or cause to be carried out, the transactions contemplated by each of the Transaction Documents (other than this Agreement) to which it is or will be a party. This Agreement has been duly authorized by all necessary action on the part of such of Selling Party and has been duly executed and delivered by such Selling Party and constitutes the valid and legally binding obligation of such Selling Party, enforceable against such Selling Party in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to creditors' rights generally and (b) the availability of injunctive relief and other equitable remedies. Each of the Transaction Documents (other than this Agreement) has been duly authorized by all necessary action on the part of such Selling Party and has been, or will be at the Closing, duly executed and delivered by such Selling Party and constitutes or will constitute a valid and legally binding obligation of such Selling Party, enforceable against such Selling Party in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to creditors' rights generally and (b) the availability of injunctive relief and other equitable remedies.

SECTION 3.02 Consents and Approvals; Absence of Violation or Conflicts . Neither the execution and delivery of this Agreement or any of the other Transaction Documents by such Selling Party nor the consummation by such Selling Party of the Transactions will (a) conflict with or result in any breach of the trust agreement, certificate of incorporation and by-laws or equivalent organizational documents of such Selling Party (to the extent applicable); (b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity, except (i) as set forth in Section 4.04 , (ii) in connection with the Antitrust Filings; and (iii) the ITAR Notice and NISPOM Notice requirements set forth in Section 7.03(e) ; (c) violate, in any material respect, any Law or Judgment applicable to such Selling Party; or (d) result in a material violation of or default (or an event that, with or without notice or lapse of time or both, would become a default) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, any material Contract to which such Selling Party is a party or by which any of its properties is bound, except, in the case of the foregoing clause (b), where such failure to obtain any such consent, approval, authorization or permit, or to make such filing or notification, would not reasonably be expected, individually or in the aggregate, to adversely affect, in any material respect, the ability of such Selling Party to perform its obligations under this Agreement or any of the other Transactions Documents or consummate the Transactions.

SECTION 3.03 Title to Transferred Equity Interests .

(a) Each Shareholder Selling Party is the record and beneficial owner of, and has good and valid title to, the outstanding shares of common stock of Seller, par value $0.001 per share, set forth with respect to such Shareholder Selling Party on Schedule 3.03(a) and the certificates representing such issued and outstanding shares of common stock, free and clear of all Liens. Schedule 3.03(a) is a complete and correct description of all outstanding equity interests, options or rights to acquire equity interests and instruments convertible into equity interests of Seller. The Shareholder Selling Parties own one hundred percent (100%) of the equity interests of Seller.

(b) Immediately prior to the Restructuring, each Shareholder Selling Party was the record and beneficial owner of, and had good and valid title to, the outstanding shares of common stock of the Company, no par value per share, set forth with respect to such Shareholder Selling Party on Schedule 3.03(b) (the " Pre-Restructuring Stock Ownership Schedule ") and the certificates representing such issued and outstanding shares of common stock, free and clear of all Liens.

(c) As of the date of this Agreement, Seller is the record and beneficial owner of, and has good and valid title to, the outstanding shares of common stock of the Company, no par value, set forth on Schedule 3.03(c) (the " Stock Ownership Schedule " and the shares set forth therein, collectively, the " Seller Interests ") and the certificates representing such Seller Interests, free and clear of all Liens.

(d) As of the Closing Date, Seller is the record and beneficial power of, and has good and valid title to, the Transferred Equity Interests set forth on Schedule 3.03(d) (the " Membership Interest Schedule ") and the certificate representing such Transferred Equity Interests, free and clear of all Liens.

SECTION 3.04 Litigation . There are no Actions pending or, to the knowledge of any Selling Party, threatened against any Selling Party or any of its Affiliates relating to the Transactions.

ARTICLE IV

Representations and Warranties with respect to the Acquired Companies

Except as set forth in the Disclosure Schedules (it being agreed that any matter disclosed in a Schedule with respect to any Section shall be deemed to have been disclosed with respect to any other Section to the extent its relevance and applicability to such Section is reasonably apparent from the wording of such disclosure), Selling Parties and the Company jointly and severally represent and warrant to Buyer as follows:

SECTION 4.01 Organization and Good Standing; Capitalization .

(a) (i) As of the date of this Agreement, the Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Maryland, and has all requisite corporate power and authority to own, lease or operate the Company's properties and to carry on its business as now being operated and conducted. As of the Closing Date, the Company shall be a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Maryland, and has all requisite limited liability company power and authority to own, lease or operate the Company's properties and to carry on its business as now being operated and conducted.

(i) As of the date of this Agreement, the Company is qualified or otherwise authorized to act as a foreign

corporation and is in good standing under the Laws of every other jurisdiction in which such qualification or authorization is necessary under applicable Law, except where any such failure would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. True and complete copies of the following have been made available (or in the case of (B) below, will be made available) to Buyer: (A) the articles of incorporation and by-laws of the Company in effect on the date of this Agreement and (B) the articles of formation and operating agreement of the Company in effect on the Closing Date have been made available to Buyer.

(a) (i) Each Subsidiary of the Company is a legal entity duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation, and has all requisite organizational power and authority to own, lease or operate such Subsidiary's properties and to carry on its business as now being operated and conducted.

(i) Each Subsidiary of the Company is qualified or otherwise authorized to act as a foreign corporation and is in good standing under the Laws of every other jurisdiction in which such qualification or authorization is necessary under applicable Law, except where any such failure would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. True and complete copies of the certificate of incorporation and by-laws or equivalent organizational documents of each Subsidiary of the Company have been made available to Buyer.

(b) The Pre-Restructuring Stock Ownership Schedule sets forth the authorized capitalization of the Company, the number of shares of each class of capital stock of, or other equity interests in, the Company that are issued and outstanding and the record ownership of such shares or other equity interests immediately prior to the Restructuring. The Pre-Restructuring Stock Ownership Schedule is a complete and correct description of all equity interests, options or rights to acquire equity interests and instruments convertible into equity interests of the Company outstanding immediately prior to the Restructuring.

(c) The Stock Ownership Schedule sets forth the authorized capitalization of the Company, the number of shares of each class of capital stock of, or other equity interests in, the Company that are issued and outstanding and the record ownership of such shares or other equity interests as of the date of this Agreement. The Stock Ownership Schedule is a complete and correct description of all equity interests, options or rights to acquire equity interests and instruments convertible into equity interests of the Company outstanding as of the date of this Agreement. As of the date of this Agreement, the Seller Interests represent all of the issued and outstanding equity interest of the Company and are duly authorized, validly issued, fully paid and nonassessable.

(d) The Membership Interest Schedule sets forth the authorized capitalization of the Company, the membership interests and other equity interests in the Company that are issued and outstanding and the record ownership of such membership interests or other equity interests after giving effect to the LLC Conversion. The Membership Interest Schedule is a complete and correct description of all outstanding equity interests, options or rights to acquire equity interests and instruments convertible into equity interests of the Company as of the Closing Date. As of the Closing Date, the Transferred Equity interests represent all of the issued and outstanding membership interests and other equity interests of the Company and are duly authorized, validly issued, fully paid and nonassessable. There are no outstanding warrants, options, subscriptions, convertible or exchangeable securities or other Contracts pursuant to which the Company is obligated to issue, sell, purchase, return or redeem any shares of capital stock or other securities of or other equity interests in the Company, and no equity securities of or other equity interests in the Company are reserved for issuance for any purpose. Except as set forth on Schedule 4.01(e) , the Company does not have any outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights. There are no voting trusts, stockholder agreements, proxies or other similar contracts or understandings, including any rights of first refusal or preemptive rights, in effect with respect to the voting or transfer of any of the capital stock, share capital or other equity interests in the Company.

(e) Schedule 4.01(f) sets forth the authorized capitalization of each Subsidiary of the Company, the number of shares of each class of capital stock of, or other equity interests in, such Subsidiary of the Company that are issued and outstanding and the record ownership of such shares or other equity interests (such shares or equity interests, the " Subsidiary Equity Interests "). The Company is the record and beneficial owner of all the Subsidiary Equity Interests and has good and valid title to the Subsidiary Equity Interests and the certificates representing the Subsidiary Equity Interests (to the extent such Subsidiary Equity Interests are certificated), free and clear of all Liens. Schedule 4.01(f) is a complete and correct description of all equity interests, options or rights to acquire equity interests and instruments convertible into equity interests of any Subsidiary of the Company. The Subsidiary Equity Interests are duly authorized, validly issued, fully paid and nonassessable. There are no outstanding warrants, options, subscriptions, convertible or exchangeable securities or other Contracts pursuant to which any Subsidiary of the Company is obligated to issue, sell, purchase, return or redeem any shares of capital stock or other securities of or other equity interests in any Subsidiary of the Company, and no equity securities of or other equity interests in any Subsidiary of the Company are reserved for issuance for any purpose. No Subsidiary of the Company has any outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights. There are no voting trusts, stockholder agreements, proxies or other similar Contracts or understandings, including any rights of first refusal or preemptive rights, in effect with respect to the voting or transfer of any of the capital stock, share capital or other equity interests in any Subsidiary of the Company.

(f) Schedule 4.01(g) sets forth the authorized capitalization of each Government Contract Joint Venture, the number of shares of each class of capital stock of, or other equity interests in, such Government Contract Joint Venture that are issued and outstanding and the record ownership of such shares or other equity interests (such shares or equity interests which are owned by the Company, the " Joint Venture Equity Interests ") and, to the knowledge of the Company, the number of shares of each class of capital stock, or other equity interests, in such Government Contract Joint Venture that are outstanding and owned by another Person and the record and beneficial owner of such other equity interests. The Company is the record and beneficial owner of the Joint Ventures Equity Interests and has good and valid title to the Joint Venture Equity Interests and the certificates representing the Joint Venture Equity Interests (to the extent such Joint Venture Equity Interests are certificated), free and clear of all Liens. To the Company's knowledge, the Joint Venture Equity Interests are duly authorized, validly issued, fully paid and nonassessable. To the Company's knowledge, there are no outstanding warrants, options, subscriptions, convertible or exchangeable securities or other Contracts pursuant to which any Government Contract Joint Venture is obligated to issue, sell, purchase, return or redeem any shares of capital stock or other securities of or other equity interests in any Government Contract Joint Venture, and no equity securities of or other equity interests in any Government Contract Joint Venture are reserved for issuance for any purpose. To the Company's knowledge, no Government Contract Joint Venture has any outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights. There are no voting trusts, stockholder agreements, proxies or other similar Contracts or understandings, including any rights of first refusal or preemptive rights, in effect with respect to the voting or transfer of any Joint Venture Equity Interests, or to the knowledge of the Company, any other capital stock, share capital or other equity interests in any Government Contract Joint Venture.

(g) Except as set forth in Schedule 4.01(f) and Schedule 4.01(g) , no Acquired Company owns, directly or indirectly, any equity securities of or other equity interests in or any debt securities of any Person.

(h) Schedule 4.01(i) sets forth a list of (i) the jurisdictions in which each of the Acquired Companies is qualified to do business or act as a foreign corporation and (ii) the jurisdictions in which any of the Acquired Companies has registered a fictitious name or "doing business as" or similar registration and the related name.

SECTION 4.02 Authority . The Company has full power and authority to execute and deliver this Agreement and to carry out, or cause to be carried out, the transactions contemplated hereby. The Company has, or will have at the Closing, full power and authority to execute and deliver each Transaction Document (other than this Agreement) to which it is or will be a party and to carry out, or cause to be carried out, the transactions contemplated by each of the Transaction Documents (other than this Agreement) to which it is or will be a party. This Agreement has been duly authorized by all necessary action on the part of the Company and has been duly executed and delivered by the Company and constitutes the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to creditors' rights generally and (b) the availability of injunctive relief and other equitable remedies. Each of the Transaction Documents (other than this Agreement) has been duly authorized by all necessary action on the part of the Company and has been, or will be at the Closing, duly executed and delivered by the Company and constitutes or will constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to creditors' rights generally and (b) the availability of injunctive relief and other equitable remedies.

SECTION 4.03 Title to Tangible Property . Each of the Acquired Companies has good and valid title, or a valid leasehold or license interest in or valid right to use, as the case may be, all of the material tangible assets owned, used or held for use by such Acquired Company, free and clear of any Liens other than Permitted Liens. The Acquired Companies' tangible personal property and equipment is in good repair and condition in all material respects (subject to normal wear and tear).

SECTION 4.04 Consents and Approvals; Absence of Violation or Conflicts . Neither the execution and delivery of this Agreement or any of the other Transaction Documents by the Company nor compliance with the provisions hereof or thereof nor the consummation by the Company of the Transactions will (a) conflict with or result in any breach of any provisions of the respective certificates of incorporation or by-laws or equivalent organizational documents of any of the Acquired Companies; (b) require any consent, approval, authorization or Permit of, or filing with or notification to, any Governmental Entity, except (i) in connection with the Antitrust Filings; and (ii) the ITAR Notice and NISPOM Notice requirements set forth in Section 7.03(e) ; (c) assuming the receipt of the Antitrust Approval, violate any Law or Judgment applicable to the Acquired Companies, except for any such violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; or (d) subject to obtaining all the consents set forth on Schedule 4.04 , require any third party approvals, result in any material default or material violation (or an event that, with or without notice or lapse of time or both, would become a default) under, or give rise to a right of termination, cancellation or acceleration of any material obligation or to loss of a material benefit under, or result in the creation of any Liens (other than Permitted Liens) upon any of the properties or assets of any of the Acquired Companies, any Material Contract, Real Property Lease or Material Government Contract to which any Acquired Company is a party or by which

any of the material properties of any Acquired Company is bound.

SECTION 4.05 Real Property .

(a) None of the Acquired Companies owns any real property. Schedule 4.05 sets forth a true and complete list, as of the date hereof, of all real property leased by any of the Acquired Companies as lessee, (the " Leased Real Property "). The leasehold estates in all Leased Real Property are free and clear of all Liens other than Permitted Liens. True and complete copies of each Lease (including all amendments and modifications) under which the Leased Real Property is held (each, a " Real Property Lease ") have been made available to Buyer. Each Real Property Lease is valid, binding and in full force and effect with respect to the relevant Acquired Company and, to the knowledge of the Company, each other party thereto, except as such enforceability may be limited by (x) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to creditors' rights generally and (y) the availability of injunctive relief and other equitable remedies. There is no monetary default or material non-monetary default under any Real Property Lease by the relevant Acquired Company or, to the knowledge of the Company, by any other party thereto. None of the Acquired Companies has received written notice that (i) the relevant Acquired Company, is in default under any Real Property Lease and such default has not been cured or (ii) a party to a Real Property Lease (other than the relevant Acquired Company) intends to terminate such Real Property Lease.

(b) Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby (i) requires the consent of, or notice to, any landlords of any Real Property Leases or (ii) to the Company's knowledge, entitles such landlords to terminate any Real Property Lease or recapture the Leased Real Property, increase rent, charge any additional fees or require any other modifications to the terms and conditions of any Real Property Lease.

(c) Except as would not have a Material Adverse Effect, all improvements, equipment, machinery and fixtures located within the demised premises constituting the Leased Real Property are in reasonable operating condition and repair, have been maintained in accordance with commercially reasonable standards and are adequate and suitable in all material respects for the present and continued use and operation thereof as used or operated as of the date of this Agreement and as of the Closing Date, ordinary wear and tear excepted. There are no pending, or, to the knowledge of the Company, threatened condemnation or eminent domain proceedings, and none of the Acquired Companies has received any notice of any such condemnation or eminent domain proceedings, affecting the Leased Real Property which, if adversely decided, would materially interfere with such Leased Real Property's present use in the business of the Acquired Companies. None of the Acquired Companies that is a lessee under a Real Property Lease has subleased, licensed or otherwise granted any third party the right to use or occupy any material portion of the Leased Real Property.

(d) To the knowledge of the Company, each Real Property Lease has full and free legally enforceable access to and from public highways, which access is sufficient for the purposes of the operation of the Acquired Companies in the ordinary conduct of business consistent with past practice, and none of the Selling Parties or the Acquired Companies has any knowledge of any fact or condition that would result in the interruption or termination of such access.

(e) To the knowledge of the Company, (i) there are no violations of Law with respect to any Leased Real Property; (ii) there are no violations of any covenant, restriction or easement affecting the Leased Real Property or any part of it, or with respect to the use or occupancy of the Leased Real Property or any part of it, from any Governmental Entity having jurisdiction over the Leased Real Property or from any other Person entitled to enforce the same; and (iii) there have been no work orders, deficiency notices or other similar notices of non-compliance issued by any Governmental Entity or otherwise with respect to the Leased Real Property that are outstanding or requiring or recommending that work or repairs in connection with the Leased Real Property or any part thereof are necessary, desirable or required.

SECTION 4.06 Financial Statements; Undisclosed Liabilities . (a) Schedule 4.06(a) sets forth (i) the audited balance sheet of the Company as of September 30, 2017 and the related statements of comprehensive income, changes in equity and cash flows of the Company for the year then ended (together with the notes thereto, the " 2017 Financial Statements "); (ii) the audited balance sheet of the Company as of September 30, 2016 and the related audited statements of comprehensive income, changes in equity and cash flows for the year then ended (together with the notes thereto, the " 2016 Financial Statements "); (iii) the audited balance sheet of the Company as of September 30, 2015 and the related audited statements of comprehensive income, changes in equity and cash flows for the year then ended (together with the notes thereto, the " 2015 Financial Statements "); and (iv) the unaudited balance sheet of the Company as of December 31, 2017 and the related unaudited statements of comprehensive income and cash flows for the three-month period then ended (together with the notes thereto, the " 2018 Interim Financial Statements ", and, together with the 2017 Financial Statements, the 2016 Financial Statements and the 2015 Financial Statements, collectively, the " Financial Statements ").

(a) The Financial Statements have been prepared in accordance with GAAP, applied on a consistent basis during

the periods covered thereby (except as may be indicated in the notes thereto and subject, in the case of the 2018 Interim Financial Statements, to normal audit adjustments that would be made in connection with an audit and the absence of footnotes) and present fairly in all material respects the financial condition and results of operations of the Acquired Companies as of the dates thereof and for the periods covered thereby. The Financial Statements have been prepared on the basis of information derived from the books and records of the Acquired Companies, which are maintained in the ordinary course of business. The Acquired Companies have established and maintain systems of internal accounting controls that are designed to provide reasonable assurances that all transactions are recorded as necessary to permit the preparation of proper and accurate financial statements in accordance with GAAP. Since October 1, 2015, none of the Selling Parties or the Acquired Companies nor, to the knowledge of the Company, any auditor, accountant or representative of the foregoing has received any unresolved material written complaint, allegation or assertion of a problem or claim regarding the accounting or auditing practices, procedures, methodologies or methods of the Acquired Companies or the Acquired Companies' accounting controls. To the knowledge of the Company, there are no material weaknesses or significant deficiencies in the design or operations of the internal controls utilized by the Acquired Companies.

(b) None of the Acquired Companies has any Liabilities of a type that would be required to be reflected on a balance sheet of the Acquired Companies prepared in accordance with GAAP, other than Liabilities (i) reflected or reserved against on the balance sheet included in the 2017 Financial Statements (including the notes thereto), (ii) incurred after the date of the balance sheet included in the 2017 Financial Statements in the ordinary course of business consistent with past practice (but excluding Liabilities arising out of a breach of, or default under, any Contract, breach of warranty, tort or infringement claim or lawsuit), (iii) contemplated by or incurred in connection with this Agreement, the other Transaction Documents or the Transactions and (iv) that are not individually or in the aggregate material to the Acquired Companies, taken as a whole.

(c) No Acquired Company is party to any material "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K of the United States Securities and Exchange Commission).

SECTION 4.07 Absence of Certain Changes . Except as contemplated by this Agreement and the other Transaction Documents, since September 30, 2017 to the date of this Agreement, (a) the Acquired Companies have conducted their respective businesses in all material respects in the ordinary course of business; (b) there has not been a Material Adverse Effect; and (c) no Acquired Company has taken or failed to take, as applicable, any of the actions set forth in subclauses (i), (ii), (v), (vi), (vii), (x), (xi), (xii) and (xiii) of Section 7.01(b) (subject to Schedule 7.01) if such section had been in effect since September 30, 2017.

SECTION 4.08 Compliance with Laws; Permits .

(a) Each of the Acquired Companies is and has been since January 1, 2015, in compliance, and has conducted its business in compliance, in all material respects, with applicable Laws.

(b) Schedule 4.08(b) sets forth a true and complete list as of the date hereof of all material Permits held by the Acquired Companies for use in the operation and conduct of their respective businesses. All such Permits required for the Acquired Companies to conduct their respective businesses as currently conducted or for the ownership and use of their respective assets have been obtained by the Acquired Companies and are valid and in full force and effect in all material respects. Each of the Acquired Companies validly holds and has complied with the terms and conditions of each such Permit in all material respects. Since January 1, 2015, none of the Acquired Companies has received written notice of any Action related to the revocation, withdrawal, modification or termination of any such Permit.

SECTION 4.09 Litigation . Except as set forth on Schedule 4.09 , there is no, and since January 1, 2015 there has not been any, Action pending or, to the knowledge of the Company, threatened against any of the Acquired Companies or Selling Parties involving or relating to the Acquired Companies that (a) seek to challenge the validity or enforceability of this Agreement or seek to enjoin or prohibit consummation of, or seek other equitable relief with respect to, the Transactions, (b) if adversely determined, would reasonably be expected to result in Liability to the Acquired Companies or (c) alleges or alleged any violation of any applicable anticorruption Law, including the FCPA and the UK Bribery Act of 2010. There is no, and, since January 1, 2015, has not been, any Judgment outstanding against any of the Acquired Companies or Selling Parties involving or relating to the Acquired Companies or to which any of the Acquired Companies' properties is subject. This Section 4.09 does not relate to Government Contracts, which are the subject of Section 4.10 or Intellectual Property which is the subject of Section 4.13 .

SECTION 4.10 Government Contracts and Bids . (a) Schedule 4.10 sets forth a true and complete list as of the date hereof of all of the Current Government Contracts that involve aggregate payments to the Acquired Companies that are reasonably expected to be in excess of Five Hundred Thousand Dollars ($500,000) per annum (each, a " Material Government Contract "). To the knowledge of the Company, each Material Government Contract was legally awarded to the Acquired Company or Government Contract Joint Venture party thereto. Each Material Government Contract is valid, binding and in full force and effect and enforceable against the Company or, to the knowledge of the Company, any Government Contract Joint Venture, in accordance with

its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to creditors' rights generally and (ii) the availability of injunctive relief and other equitable remedies.

(a) (i) No Acquired Company, or to the knowledge of the Company, no Government Contract Joint Venture, is in material breach of or default under any Current Government Contract, and, to the knowledge of the Company, no event has occurred which, with the giving of notice or the lapse of time or both, would constitute such a material breach or default by any Acquired Company or any Government Contract Joint Venture; (ii) each of the Acquired Companies, and to the knowledge of the Company, each Government Contract Joint Venture, is in compliance in all material respects with all applicable Laws, including the Federal Acquisition Regulation (" FAR "); Cost Accounting Standards; Service Contract Act of 1963, as amended (including requirements for paying applicable Service Contract Act wage rate and fringe benefit rates); the Truth in Negotiations Act; and the Anti-Kickback Act, where and as applicable to each Current Government Contract or Government Bid; (iii) since January 1, 2015, each representation and certification made by the Acquired Companies, and to the knowledge of the Company, the Government Contract Joint Ventures, in connection with a Current Government Contract or Government Bid was current, accurate and complete in all material respects as of its effective date; (iv) there are no outstanding or pending claims, requests for equitable adjustment or contract disputes in excess of One Hundred Thousand Dollars ($100,000) arising under or relating to a Current Government Contract or Government Bid; and (v) no Current Government Contract or Government Bid is currently the subject of any bid protest before any Governmental Entity.

(b) Since January 1, 2015, (i) none of the Acquired Companies, or to the knowledge of the Company any Government Contract Joint Venture, or any Principals (as defined in FAR 52.209-5) have been debarred, suspended or excluded from participation in, or the award of, Government Contracts or doing business with any Governmental Entity, no suspension, debarment, or exclusion action has been commenced or, to the knowledge of the Company, threatened against any of the Acquired Companies, any Government Contract Joint Venture or any of their respective officers or employees, and there exist no circumstances that require any Acquired Company or any Government Contract Joint Venture to answer any of the questions in FAR 52.209-5 in the affirmative; (ii) no Governmental Entity under a Current Government Contract has notified the Company, nor to the knowledge of the Company, any Government Contract Joint Venture, of any breach or violation of any applicable Law or of any certification, representation, clause, provision or requirement of any such Current Government Contract; (iii) no Acquired Company, nor to the knowledge of the Company, no Government Contract Joint Venture, has received any notice of termination for default, cure notice or show cause notice pertaining to any Current Government Contract; (iv) no Acquired Company, nor to the knowledge of the Company, no Government Contract Joint Venture, has received any notice of an unresolved significant weakness or deficiency with respect to the cost accounting system of the Acquired Companies or any Government Contract Joint Venture; (v) no Acquired Company, nor to the knowledge of the Company, no Government Contract Joint Venture, has received written notice from any Governmental Entity or other counterparty to a Material Government Contract that the counterparty to such Material Government Contract (A) has ceased or will cease to be a customer of the Acquired Companies or any Government Contract Joint Venture, (B) intends to terminate or materially modify (including by materially decreasing the rate or amount of services obtained from or provided to the Acquired Companies) any Material Government Contract, (C) intends to change the type of contracting vehicle for the services provided pursuant to such Material Government Contract in a manner that may preclude the Acquired Companies from continuing to provide such services or (D) seeks to convert any Material Government Contract that establishes an exclusive or single source purchasing arrangement or relationship between such counterparty and the Acquired Companies or any Government Contract Joint Venture, as applicable, into a non-exclusive or multi-source arrangement or relationship; and (vi) the Acquired Companies have not, and to the knowledge of the Company, no Government Contract Joint Venture has, made any voluntary or mandatory disclosures to any Governmental Entity with respect to any material misstatement, significant overpayment or violation of applicable Law arising under or relating to any Current Government Contract or Government Bid, nor, to the knowledge of the Company, has any violation occurred for which any Acquired Company or Government Contract Joint Venture is required to make any such disclosure to a Governmental Entity.

(c) Since January 1, 2015, (i) no Acquired Company, or to the knowledge of the Company, no Government Contract Joint Venture, has sold a product or service to any basis of award customer or any other triggering customer at a price that would invoke the requirements of the price reductions clause under any federal supply schedule contract, except as in accordance with the terms of such Government Contract; and (ii) each of the Acquired Companies, and to the knowledge of the Company, each of the Government Contract Joint Ventures, have accurately reported sales and paid all industrial funding fee payments required under any federal supply schedule contract.

(d) Since January 1, 2015, (i) each of the Acquired Companies, and to the knowledge of the Company, each of the Government Contract Joint Ventures, has complied in all material respects with all applicable Cost Accounting Standards and Cost Principles; (ii) the cost accounting systems and business systems (as defined in Defense Federal Acquisition Regulation Supplement (" DFARS ") 242.7001 & 252.242-7005) used by the Acquired Companies, and to the knowledge of the Company, by the Government Contract Joint Ventures, and the associated entries reflected in the financial and business records of the Acquired Companies or the Government Contract Joint Ventures, with respect to Government Contracts and Government Bids are (and have

been) in compliance in all material respects with applicable Law; (iii) the Acquired Companies' business systems, and to the knowledge of the Company, the business systems of the Government Contract Joint Ventures, have been approved, where applicable, by the Defense Contract Management Agency as adequate for accumulating and billing costs under and otherwise for complying with Government Contracts, to the extent evaluated; and (iv) to the knowledge of the Company, such cost accounting systems are adequate to meet the standards promulgated by the Cost Accounting Standards Board, as applicable, required for complying with the terms and conditions of the Government Contracts and applicable Law.

(e) None of the Acquired Companies' Intellectual Property, nor, to the knowledge of the Company, none of the Government Contract Joint Ventures' Intellectual Property, was (i) with respect to patents, conceived or first actually reduced to practice in performance of a Government Contract or (ii) with respect to "technical data" and "computer software," as those terms are defined in FAR Parts 27 and 52 and/or DFARS Parts 227 and 252, funded partially or exclusively at Government Entity expense, and any Governmental Entity of the United States has only "Limited" and "Restricted" rights in such "technical data" and "computer software," respectively. The Acquired Companies, and to the knowledge of the Company, the Government Contract Joint Ventures, have complied with all data rights marking requirements under FAR Parts 27 and 52 and/or DFARS Parts 227 and 252.

(f) Schedule 4.10(g) sets forth a true and complete list, as of the date hereof, of (i) each Current Government Contract that includes one or more terms or provisions that restrict any Acquired Company's or to the knowledge of the Company, any Government Contract Joint Ventures', ability to bid on or perform work on specifically identified government contracts due to an actual or perceived OCI and (ii) each OCI mitigation plan, currently in effect, submitted by the Company, or to which the Acquired Companies are otherwise subject, in connection with any Current Government Contract. Each of the Acquired Companies is in compliance in all material respects with each OCI mitigation plan in Schedule 4.10(g).

(g) Schedule 4.10(h) sets forth, for each Government Contract having backlog as of December 31, 2017, the dollar amounts of Funded Backlog and Unfunded Backlog of the Acquired Companies thereunder as of such date (calculated by the Company consistent with past practice) and the name of the customer. All of the Government Contracts constituting Funded Backlog and Unfunded Backlog of the Acquired Companies (i) were entered into in the ordinary course of business and (ii) management of the Company believes in good faith that such Government Contracts are capable of performance in accordance with the terms and conditions of such Government Contract by the applicable Acquired Company without a total Contract loss (without consideration of general and administrative expenses).

(h) Except as set forth in Schedule 4.10(i), to the knowledge of the Company (i) the Acquired Companies and the Government Contract Joint Ventures have since January 1, 2015 complied with and are in compliance in all material respects with all requirements regarding the safeguarding of information related to its Government Contracts including FAR clause 52.204-21, DFARS clause 252.204-7008 and DFARS clause 252.204-7012; and (ii) since January 1, 2015 the Acquired Companies and the Government Contract Joint Ventures have not experienced any cyber incident that would require reporting to the U.S. Department of Defense under DFARS clause 252.204-7012.

(i) Except as set forth in Schedule 4.10(j), to the knowledge of the Company, since January 1, 2015, none of the Acquired Companies, and none of the Government Contract Joint Ventures, has been the subject or target of any (i) subpoena, investigation, prosecution or administrative proceeding related to any Government Contract or Government Bid or (ii) Government Audit. The Company has made available to Buyer true and complete copies of all final or, if there is no final, draft versions of all reports in the Company's possession issued by Governmental Entities pertaining to all such Government Audits except for those reports relating to Government Contracts with disclosure restrictions. Except as set forth in Schedule 4.10(j), since January 1, 2015, the Company has not received any written or, to the Company's knowledge, oral notice of any pending or threatened (i) subpoena, investigation, prosecution or administrative proceeding related to any Government Contract or Government Bid or (ii) Government Audit.

(j) For any Government Contract awarded to any Person based on the Person having Section 8(a) status, small business status, small disadvantaged business status, or other preferential status, to the knowledge of the Company, the Person has complied with the applicable limitations on subcontracting, such as 13 C.F.R. § 125.6, and where the awardee is a joint venture entered into with a Person with whom any Acquired Company has entered into an SBA-approved mentor-protégé agreement, the awardee, any Acquired Company and any Government Contract Joint Venture perform the work in accordance with 13 C.F.R. § 125.513(d) and all other applicable law and regulations.

SECTION 4.11 Security Clearances. Schedule 4.11 sets forth all facility security clearances held by the Acquired Companies that the Acquired Companies are permitted by Law to disclose. Each of the Acquired Companies is in compliance in all material respects with applicable national security requirements, including the NISPOM and all applicable requirements under each Current Government Contract to which any Acquired Company is a party relating to the safeguarding of and access to classified information. To the knowledge of the Company, no facts exist which are reasonably expected to give rise to the revocation,

invalidation or suspension of any facility security clearance held by any Acquired Company or any personnel security clearance held by any employee of any Acquired Company. Since January 1, 2015, no Acquired Company has received a rating less than "Satisfactory" from any DSS inspection or audit and there has been no unauthorized disclosure of classified information by employees of the Acquired Companies.

SECTION 4.12 Material Contracts . (a) Schedule 4.12(a) sets forth a true and complete list, as of the date hereof, of all of the following Contracts (other than Real Property Leases and Government Contracts) to which any Acquired Company is a party or by which any of the Acquired Companies' properties or assets is bound (each, a " Material Contract "):

(i) Contracts evidencing Indebtedness in excess of Fifty Thousand Dollars ($50,000) or authorizing or resulting in a Lien on any of the assets of any Acquired Company, the Subsidiary Equity Interests or the Transferred Equity Interests;

(ii) Contracts relating to loans or advances to, guarantees for the benefit of, or investments in, any Persons except for advances to employees of the Company for business travel and business expenses incurred in the ordinary course of business consistent with past practice of the Acquired Companies in amounts which do not exceed the limits for such amounts set forth in the Acquired Companies' policies and procedures;

(iii) Contracts evidencing any obligation of any Acquired Company or Selling Party with respect to the issuance, sale, repurchase or redemption of any equity or other interests of any Acquired Company;

(iv) Contracts relating to the acquisition or disposition of any capital stock or other equity or other interests, any business or product line or assets of any Person, in any such case, for aggregate consideration in excess of One Hundred Fifty Thousand Dollars ($150,000); pursuant to which any Acquired Company has any material Liabilities or obligations;

(v) Contracts that relate to the formation, creation, governance or control of any Acquired Company or any partnership, joint venture or other similar arrangement to which any Acquired Company is party, including the Government Contract Joint Ventures;

(vi) Leases of personal property under which any Acquired Company is the lessee and is obligated to make payments of more than One Hundred Fifty Thousand Dollars ($150,000) per annum;

(vii) Contracts limiting or purporting to limit the freedom of any Acquired Company to engage in any line of business, acquire any entity or compete with any Person in any market or geographical area or during any period of time;

(viii) Contracts containing exclusivity obligations or restrictions binding on any Acquired Company, including (A) "most favored nation" pricing terms, (B) granting of any right or first offer or right of first refusal or (C) covenants not to solicit any employees of another Person;

(ix) Contracts relating to the settlement of any Actions or Judgments involving the Company and pursuant to which (A) any Acquired Company has material performance obligations outstanding, (B) conditions precedent to the settlement thereof have not been satisfied or (C) the Contract limits the operation of the business of the Acquired Companies in any material respect;

(x) Company IPR Agreements;

(xi) Contracts that are collective bargaining agreements or other Contracts with any labor organization or other employee representative;

(xii) Contracts with any employee or other individual service provider or consultant pursuant to which any Acquired Company provides annual compensation in excess of One Hundred Fifty Thousand Dollars ($150,000), other than any "at will" Contract that may be terminated by Buyer or such Acquired Company upon thirty (30) calendar days' or less advance notice (or such period required by applicable Law);

(xiii) any Contract not otherwise listed above which would reasonably be expected to require payments from any Acquired Company to a third party in excess of One Hundred Fifty Thousand Dollars ($150,000) per annum and which is not terminable by Buyer or such Acquired Company on notice of ninety (90) calendar days or less without a premium or penalty (other than any Employee Benefit Plan);

(xiv) any Contract not otherwise listed above which would reasonably be expected to involve revenue from a third party to any Acquired Company in excess of Five Hundred Thousand Dollars ($500,000) per annum; and

(xv) any outstanding written or otherwise binding commitment to enter into any Contract of the type described in the immediately preceding subsections (i)-(xiv).

(b) True and complete copies of each Material Contract have been made available to Buyer (including all amendments and modifications thereto). Each Material Contract is valid, binding and in full force and effect and enforceable against the Acquired Company party thereto and, to the knowledge of the Company, each other party thereto, in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to creditors' rights generally and (ii) the availability of injunctive relief and other equitable remedies. There are no outstanding or pending claims, requests for equitable adjustment or contract disputes in excess of One Hundred Thousand Dollars ($100,000) arising under or relating to a Material Contract. There is no default or material breach (nor to the knowledge of the Company an event or circumstance that, with or without notice or lapse of time or both, would become a default or material breach) under any Material Contract by any Acquired Company or, to the knowledge of the Company, by any other party thereto. None of the Acquired Companies or Selling Parties has received written notice that (i) the Company is in default or breach (or there exists an event or circumstance that, with or without notice or lapse of time or both, would become a default or breach) under any Material Contract and such default has not been cured or (ii) a party to a Material Contract (other than the Acquired Company party thereto) intends to terminate such Material Contract. This Section 4.12 does not relate to Government Contracts, which are the subject of Section 4.10 .

SECTION 4.13 Intellectual Property . (a) Schedule 4.13(a) sets forth a true and complete list, as of the date hereof, of all Intellectual Property owned or exclusively licensed to any of the Acquired Companies that is an active issued patent, patent application, trademark registration or application, copyright registration or application or domain name (collectively, the " Registered Intellectual Property "). To the knowledge of the Company, each item of Registered Intellectual Property is valid and enforceable, and all material filings and fees required to-date related to each item of Registered Intellectual Property have been timely filed and paid to the relevant Governmental Entities. To the knowledge of the Company, no opposition, cancellation, reexamination, invalidation or other Action is pending challenging the extent, validity, enforceability or the Acquired Companies' ownership of any Registered Intellectual Property, nor is there a reasonable basis for any such challenge. Schedule 4.13(a) also sets forth a list of all (i) Software owned or licensed (excluding Commercial Software) by the Acquired Companies (the " Company Software ") and (ii) material unregistered trademarks, service marks and trade names owned by the Acquired Companies.

(a) The Acquired Companies exclusively own or otherwise have a right to use all Business Intellectual Property and all Registered Intellectual Property (other than Intellectual Property comprising or reflected in Commercial Software) free and clear of all Liens except Permitted Liens. None of the Selling Parties or any of their respective Affiliates holds any right, title or interest in or to any Business Intellectual Property. The Business Intellectual Property (owned by the Acquired Companies and licensed to the Acquired Companies pursuant to one or more Company IPR Agreements) constitutes all of the Intellectual Property rights necessary for the conduct of the business of the Acquired Companies as currently conducted or as planned to be conducted by the Acquired Companies based on existing business plans.

(b) The operation of the business of the Acquired Companies as previously or currently conducted has not and does not infringe or misappropriate any Intellectual Property of third parties. To the knowledge of the Company, no third party is infringing or misappropriating any Intellectual Property owned or exclusively licensed to the Company in any material respect. There are no material pending and have not been any prior claims or Actions alleging infringement, violation or misappropriation of the Intellectual Property of any Person or, to the knowledge of the Company, threatened against any of the Acquired Companies. To the knowledge of the Company, no Business Intellectual Property owned or exclusively licensed to any of the Acquired Companies is subject to any outstanding consent, settlement or Judgment restricting the use or ownership thereof. All Business Intellectual Property owned, licensed, held for use or used by any of the Acquired Companies immediately prior to the Closing shall be owned, licensed, held for use and available for use by such Acquired Company on the same terms and conditions immediately following the Closing.

(c) Schedule 4.13(d) sets forth a true and complete list of all Contracts under which (i) any of the Acquired Companies acquires, uses or has the right to use any Intellectual Property owned by a third party (other than Commercial Software); (ii) any of the Acquired Companies has assigned or granted a license or sublicense to a third party to use any of the Company's Intellectual Property; and (iii) since January 1, 2015, any of the Acquired Companies is involved in the development of any Intellectual Property (whether alone or with a third party) (the Contracts referenced in clauses (i) through (iii) collectively, " Company IPR Agreements ").

(d) To the knowledge of the Company, the material information technology systems used by the Acquired Companies, including all computer hardware, software, firmware, process automation and telecommunications systems (" IT Systems "), perform reliably and in material conformance with the applicable specifications and documentation for such systems, and, since January 1, 2015, there have been no failures, breakdowns, data security breaches or other incidents adversely affecting

any such IT Systems or any Software, data, information or materials contained therein, other than temporary problems arising in the ordinary course of business that did not materially disrupt the operations of the Acquired Companies. The Acquired Companies maintain commercially reasonable security, disaster recovery and business continuity plans and procedures and have taken commercially reasonable measures to protect the security and integrity of the IT Systems and the Software and data stored or contained therein or transmitted thereby.

(e) To the knowledge of the Company, each Acquired Company has taken commercially reasonable precautions in accordance with protection procedures customarily used in the industry to maintain, enforce and protect the confidentiality (where applicable) of Business Intellectual Property and Registered Intellectual Property owned or exclusively licensed by the Company. All former and current employees, agents, consultants and independent contractors of the Acquired Companies who have contributed to the creation or development of any Intellectual Property for or on behalf of the Acquired Companies have executed Contracts pursuant to which such Person (i) agrees to maintain the confidentiality of, and not use or disclose, the confidential information of the Acquired Companies and (ii) assigns to the Company or any other Acquired Company all Intellectual Property created or developed by such Person in the course of such Person's employment or other relationship with the Acquired Companies. To the knowledge of the Company, no former or current employees, agents, consultants or independent contractors of the Acquired Companies have breached or violated any of the Contracts referenced in the immediately preceding sentence.

(f) To the knowledge of the Company, no source code for any Software included in the Business Intellectual Property owned or exclusively licensed by the Company has been delivered, licensed or otherwise made available to any escrow agent or other Person who is not an employee of the Company or a consultant of the Acquired Companies who has entered into a written Contract to protect the confidential information of the Company, and, to the knowledge of the Company, none of the Acquired Companies has any duty or obligation (whether present or contingent) to deliver, license or make available such source code for any Company Software to any escrow agent or other Person.

(g) To the knowledge of the Company, Schedule 4.13(h) sets forth a true and complete list, as of the date hereof, of any open source, public source, freeware or other similar Software that since January 1, 2015, has been or is being used, incorporated into or distributed with any products or services developed, modified, manufactured, distributed or sold by or on behalf of the Acquired Companies, identifying for each such item of Software the manner in which it has been used, incorporated or distributed and the applicable licenses governing the use of such Software. Except as set forth in Schedule 4.13(h), to the knowledge of the Company, no Software included in the Business Intellectual Property owned or exclusively licensed by the Company contains any open source, public source, freeware or other similar Software that requires the disclosure, licensing or distribution of any source code or otherwise imposes any limitation, condition or restriction on the right of the Acquired Companies to use, license, sell, distribute or otherwise exploit, any such Software or charge for the same.

SECTION 4.14 Labor and Employee Matters. (a) The Company has made available to Buyer a complete and correct list of all employees of the Acquired Companies as of the date hereof that reflects: (i) their dates of hire; (ii) their positions; (iii) their current annual base salaries or hourly wages; (iv) their target incentive compensation opportunity; (v) their work location; (vi) their status as a full-time or part-time employee; (vii) their classification as exempt or non-exempt under the Fair Labor Standards Act (FLSA); (viii) their status as a temporary or permanent employee; (ix) their status as a regular or leased employee; (x) and their leave status, as well as the date of commencement of their leave and their expected return date (as applicable of each employee); and (xi) the value of their accrued vacation time and sick leave or other paid time off.

(a) No union or labor organization is currently certified or recognized to represent employees of the Acquired Companies, no demand for recognition has been made by any union or labor organization with respect to Acquired Companies since January 1, 2014, and there are no pending or, to the knowledge of the Company, threatened labor organizing activities, strikes, work stoppages, requests for representation, pickets or walkouts against the Acquired Companies or with respect to any of its employees. There is no material unfair labor practice, charge or complaint pending, unresolved or threatened before any court, arbitrator or other Governmental Entity against the Acquired Companies with respect to any of its employees.

(b) Each of the Acquired Companies is in compliance in all material respects with (i) the rules and regulations governing the conduct of federal contractors with respect to employees and (ii) all applicable Laws pertaining to employment, employment practices and the employment of labor, including all such Laws relating to labor relations, equal employment opportunities, fair employment practices, prohibited discrimination or distinction, consultation or information, classification of service providers as employees or independent contractors, wages, hours, overtime, immigration, unemployment insurance, affirmative action, occupational safety and health, workers' compensation and the payment and withholding of social security and other Taxes, except as provided on Schedule 4.14(c), and there are no Actions pending or, to the knowledge of the Company, threatened against any Acquired Company or Seller, or any employees or former employees of the Acquired Companies, relating to any of the foregoing that, if adversely determined, would reasonably be expected to result in a Liability to any Acquired Company.

(c) Each of the Acquired Companies' employees and consultants have all work permits, immigration permits, visas or other authorizations, each as required by applicable Law for such employee or consultant given the duties, location and nature of such employee's employment or engagement, except where the continuing failure to have all such work permits, immigration permits, visas or other authorizations would not result in material Liability to the Acquired Companies.

SECTION 4.15 Employee Plans . (a) Schedule 4.15(a) sets forth a true and complete list, as of the date hereof, of each Employee Benefit Plan.

(a) With respect to each Employee Benefit Plan, true and complete copies of each of the following have been made available to Buyer: (i) each Employee Benefit Plan (including all amendments and modifications thereof), or a written description of such Employee Benefit Plan if such Employee Benefit Plan is not set forth in a written document, have been made available to Buyer as of the date hereof; provided that, in the case of any Employee Benefit Plan that is in a Contract to which an employee of any Acquired Company is a party, the Company may instead make available a form or sample of such Contract accompanied by a listing of the employees who are parties to a Contract substantially similar to such form or sample Contract; (ii) any related trust, insurance Contract or funding instrument; (iii) the most recent summary plan description together with the summary or summaries of all material modifications thereto; (iv) the most recent Internal Revenue Service (" IRS ") determination or opinion letter; (v) the most recent actuarial valuation report or audited financial statement; (vi) the three most recently filed annual returns or reports; (vii) results of non-discrimination testing for the three most recently completed years; and (viii) all material, non-routine correspondence to or from the IRS, the United States Department of Labor, the Pension Benefit Guaranty Corporation or any other Governmental Entity sent or received by the Company or any of its Affiliates since January 1, 2013 with respect to such Employee Benefit Plan.

(b) Except as would not, individually or in the aggregate, reasonably be expected to result in a material Liability to the Acquired Companies, (i) each Employee Benefit Plan (and each related trust, insurance Contract or funding instrument) has been maintained, contributed to, funded, operated and administered in accordance with the terms of such Employee Benefit Plan and in accordance with applicable Law; (ii) the Company has not received notice that any Action (other than any routine claim for benefits) is pending, and to the knowledge of the Company no Action is threatened against, any Employee Benefit Plan; and (iii) no Employee Benefit Plan is under audit or investigation by any Governmental Entity.

(c) Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter, or is entitled to rely on an opinion letter, from the IRS that such plan is so qualified, and no condition exists that would reasonably be expected to jeopardize the tax-qualification of any such plan.

(d) No Employee Benefit Plan is or has been subject to the minimum funding requirements of Section 412 of the Code or Title IV of ERISA. No Acquired Company has ever maintained, established, participated in, contributed to, been obligated to contribute to or otherwise incurred any obligation or Liability under, any "multiemployer plan" (within the meaning of Section 3(37) or 4001(a)(3) of ERISA). No Employee Benefit Plan is a "multiple employer plan" (as defined in Section 413 of the Code), a plan sponsored by a human resources or benefits outsourcing entity, professional employer organization or similar vendor or provider, a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), or a plan maintained in connection with any trust described in Section 501(c)(9) of the Code.

(e) There does not now exist, nor do any circumstances exist that could reasonably be expected to result in, any Controlled Group Liability.

(f) None of the Employee Benefit Plans provides retiree health or life insurance benefits except as may be required by Section 4980B of the Code and Section 601 of ERISA or any other applicable Law or at the expense of the participant or the participant's beneficiary.

(g) With respect to each Employee Benefit Plan all material contributions, premiums or payments required to be made or paid have been made or paid on or before their due dates (including permissible extensions).

(h) Each Employee Benefit Plan that is a "nonqualified deferred compensation plan" (as such term is defined in Section 409A(d)(1) of the Code) has been administered in all material respects in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and the regulations thereunder. The Company does not have any obligation to gross-up, indemnify or otherwise reimburse any individual for any excise taxes, interest or penalties incurred pursuant to Section 409A of the Code.

(i) Except as disclosed on Schedule 4.15(j) , neither the execution and delivery of this Agreement nor the consummation of the Transactions (alone or in conjunction with termination of employment) will (i) entitle any employee to severance pay or any increase in severance pay under any Employee Benefit Plan; (ii) entitle any employee to any compensation or benefit under any Employee Benefit Plan; (iii) accelerate the time of payment, vesting or funding, or increase the amount of, any

compensation or benefit or trigger any other obligation to any employee under any Employee Benefit Plan; (iv) result in any payment of any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment" as defined in Section 280G(b)(1) of the Code; or (v) result in the breach or violation of or default under, or limit Buyer's right to amend, modify or terminate, any Employee Benefit Plan. The Company does not have any obligation to gross-up, indemnify or otherwise reimburse any individual for any excise taxes, interest or penalties incurred pursuant to Section 4999 of the Code.

SECTION 4.16 Environmental Matters . (a) (i) Each of the Acquired Companies is in compliance in all material respects with all applicable Environmental Laws and (ii) since January 1, 2015, and, as to matters that have not been fully and finally resolved, during prior periods, each of the Acquired Companies has complied in all material respects with all applicable Environmental Laws.

(a) (i) Each of the Acquired Companies has obtained and has filed applications for all material Permits, consents and exemptions from any Governmental Entity that are required under Environmental Laws to conduct its respective business as currently conducted (" Environmental Permits "); (ii) Schedule 4.16(b)(ii) sets forth a true and correct list of all material Environmental Permits held by the Company as of the date hereof, all of which are in full force and effect; and (iii) each of the Acquired Companies is and has been in compliance in all material respects with all terms and conditions of such Environmental Permits;

(b) There is no Action or Judgment, or any written notice or request for information, pending or, to the knowledge of the Company, threatened against any Acquired Company or any Selling Party alleging that any Acquired Company is in material violation of or has material Liability under any Environmental Law or seeking to revoke, modify or suspend any Environmental Permit.

(c) There has been no Release at, on, under or from any real property currently owned, operated or leased by the Company, nor was there a Release at any real property formerly owned, operated or leased by any Acquired Company during the period of such ownership, operation, or tenancy, in each case, which has or would reasonably be expected to result in material Liability to the Acquired Companies;

(d) There has been no arrangement for the transportation, treatment or disposal of Hazardous Substances, which has resulted or would reasonably be expected to result in material Liability to the Acquired Companies.

(e) The Company has made available to Buyer copies of all final environmental assessments, reports, audits and any other material documents in the possession or under the control of the Acquired Companies or Selling Parties that relate to the Acquired Companies' material compliance with Environmental Laws or the environmental condition of any real property, currently or formerly owned, operated or leased by the Acquired Companies.

SECTION 4.17 Taxes . (a) The Company filed a valid IRS election to be treated as an S corporation effective as of the date of its formation, and received confirmation from the IRS of said election, and had been, at all times since its formation until it engaged in the Restructuring eligible to be treated and has been treated as an S Corporation and has been so treated under all corresponding provisions of applicable state Tax Laws to the extent such Laws recognize "S corporation" status. Prior to Closing, the Company will file a valid IRS election to be treated as a QSub effective as of the date of the Contribution and, as a result of such election will be eligible as of the date hereof to be, and until the date of the LLC Conversion will have been, treated as a QSub for federal income tax purposes. Following the LLC Conversion, the Company will be treated at all times after the LLC Conversion and prior to the Closing as an entity disregarded as separate from Seller for federal income tax purposes. Set forth on Schedule 4.17(a) is (i) a copy of the notice from the IRS accepting the Company's election to be treated as an S corporation, (ii) a copy of any IRS Forms 8832 filed by or on behalf of the Company and any notices from the IRS accepting such IRS Forms 8832, (iii) a listing of each of the Subsidiaries' classification (e.g., a qualified subchapter S subsidiary or a disregarded entity) for federal income tax purposes, and (iv) for any Subsidiary treated as a qualified subchapter S subsidiary, a copy of the IRS notice approving such classification, if any.

(a) The transactions contemplated by this Agreement will not result in the imposition of Tax on the Company pursuant to Section 1374. The Company has not in the past 5 years (i) acquired assets from another corporation in a transaction in which the Company's Tax basis for the acquired assets was determined, in whole or in part, by reference to the Tax basis of the acquired assets (or any other property) in the hands of the transferor or (ii) acquired the stock of any corporation that is a qualified subchapter S subsidiary.

(b) All income Tax Returns and other material Tax Returns that are required to be filed on or before the date of this Agreement (taking into account any applicable extensions) by or on behalf of the Acquired Companies have been filed, and all such Tax Returns were correct and complete in all material respects and were prepared and filed in compliance with all applicable Laws.

(c) All income Taxes and other material Taxes of the Acquired Companies have been paid, except for Taxes being contested in good faith through appropriate proceedings and disclosed on Schedule 4.17(d).

(d) There are no Liens for Taxes upon any assets of the Acquired Companies, except for Liens for Taxes not yet due and payable.

(e) There are no pending Tax Proceedings for the assessment or collection of Taxes with respect to the Acquired Companies.

(f) The Acquired Companies have not executed or filed with any Governmental Entity any Contract extending the period for assessment or collection of any Taxes, which Contract is still in effect.

(g) No closing agreement pursuant to Section 7121 of the Code (or any similar provision of state, local or non-U.S. Law) has been entered into by or with respect to the Acquired Companies that will remain in effect after the Closing Date.

(h) The Acquired Companies have not received from any jurisdiction (including any jurisdiction where any Acquired Company has not filed Tax Returns) any unresolved written (i) notice indicating an intent to open an audit or other similar review; (ii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted or assessed by any Governmental Entity against any Acquired Company which Tax has not been satisfied; or (iii) notice indicating that any Acquired Company is subject to taxation by that jurisdiction.

(i) None of the Acquired Companies is a party to, or bound by, any Tax sharing or Tax allocation Contract (other than any Contract the primary purpose of which is not the sharing or allocation of Taxes).

(j) None of the Acquired Companies has engaged in or been a party to any "listed transaction" as defined in Treasury Regulation Section 1.6011-4(b).

(k) The Acquired Companies have duly and timely withheld all material amounts required to be deducted or withheld under applicable Law and have timely paid to the appropriate Governmental Entity all such deducted or withheld amounts.

(l) No Acquired Company has ever been a member of a combined or unitary group filing combined or unitary Tax Returns.

(m) The Acquired Companies have complied in all material respects with Code Section 482 and the Treasury Regulations promulgated thereunder and any comparable provisions of any other state, local or foreign Law, and have maintained documentation (including any applicable transfer pricing studies) as required by Code Sections 482 and 6662 and the Treasury Regulations promulgated thereunder and any comparable provisions of any other state, local or foreign Law.

(n) No Acquired Company has been a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in connection with a distribution of stock qualifying for tax-free treatment under Section 355 of the Code at any time since January 1, 2015.

(o) The Acquired Companies have no Liabilities for Taxes of any Person (other than an Acquired Company) by reason of Contract (other than any Contract the primary purpose of which is not the sharing or allocation of Taxes), assumptions, transferee Liabilities, or operation of Law.

(p) None of the Acquired Companies has a permanent establishment or fixed place of business in any country other than the United States.

SECTION 4.18 Insurance. Schedule 4.18 sets forth a true and complete list, as of the date hereof, of all material policies of insurance currently owned, held or maintained by, at the expense of or for the benefit of the Acquired Companies (excluding insurance policies included in Section 4.15) (the "Business Insurance Policies"), and all premiums due and payable on the Business Insurance Policies have been paid in full and all premiums with respect thereto concerning all periods up to and including the Closing will have been paid. Each Acquired Company has, with respect to any claim that relates to any material damage, impairment or loss that is potentially covered under the Business Insurance Policies, duly provided all required notices under the Business Insurance Policies and have duly made all available claims under such Business Insurance Policies covering or related to any such claim in accordance with the terms and conditions of the Business Insurance Policies. There are no material pending claims against any Business Insurance Policy as to which Acquired Company has been notified in writing that the applicable insurers have denied Liability. As of the date hereof, none of the Acquired Companies has received any written notice of cancellation, amendment or dispute or rejection as to coverage with respect to any Business Insurance Policy.

SECTION 4.19 Anti-Bribery Compliance, Books and Records, and Internal Controls .

(a) None of the Acquired Companies or any Affiliate, director, officer or employee, nor, to the knowledge of the Company, any distributor, agent, representative, sales intermediary or other third party acting on behalf of the Acquired Companies or any of their respective Affiliates, in any way relating to the Acquired Companies (i) has taken any action in violation of any applicable anticorruption Law, including the FCPA and the UK Bribery Act of 2010, or (ii) has corruptly offered, paid, given, promised to pay or give or authorized the payment or gift of anything of value, directly or indirectly, to any Person or Public Official, for purposes of (A) influencing any act or decision of any Person or Public Official in his fiduciary or official capacity; (B) inducing such Person or Public Official to do or omit to do any act in violation of his fiduciary or lawful duty; (C) securing any improper advantage; or (D) inducing such Public Official to use his or her influence with a Governmental Entity or commercial enterprise owned or controlled by any Governmental Entity, in each case under this clause (ii), in order to assist any Acquired Company, in obtaining or retaining business or directing any business to any Person, in each case, as would be a material violation of applicable Law.

(b) The Acquired Companies and their respective Affiliates have established and maintain systems of internal controls that it believes are reasonably designed to ensure compliance by the Acquired Companies with all applicable anti-corruption Laws in all material respects.

SECTION 4.20 Broker Fees . No broker, investment banker, financial advisor or other similar Person, other than the Persons identified on Schedule 4.20 , is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based on any arrangements made by or on behalf of the Selling Parties or the Acquired Companies. The fees and expenses of such Persons are the responsibility of, and will be paid by, the Selling Parties on the Closing Date and the Company shall have no Liabilities (including the obligation to pay any fee or commission) to any party set forth on Schedule 4.20 from and after the Closing Date.

SECTION 4.21 Trade Controls . (a) Each Acquired Company is, and has been since January 1, 2013, in compliance with all applicable Trade Controls Laws in all material respects.

(a) None of the Acquired Companies has received, since January 1, 2013, any written communication from any Governmental Entity of any actual or alleged material violation or noncompliance with respect to any Trade Controls Laws.

(b) The Acquired Companies have not been cited or fined for failure to comply with the Trade Controls Laws since January 1, 2013, and no proceeding or, to the knowledge of the Company, investigation, with respect to any alleged material non-compliance with Trade Controls Laws by the Acquired Companies is pending or, to the knowledge of the Company, threatened.

(c) The Acquired Companies have not made since January 1, 2013 any disclosures (voluntary or otherwise) to any Governmental Entity with respect to any potential violation or Liability of the Acquired Companies arising under or relating to the Trade Controls Laws.

(d) The Acquired Companies have obtained all Permits that are required under applicable Trade Controls Laws to conduct their respective businesses as currently conducted (" Trade Controls Permits "). Schedule 4.21(e) sets forth a true and complete list, as of the date hereof, of all material Trade Control Permits that have been received by the Acquired Companies and that are in effect as of the date hereof (and any pending license applications as of the date hereof), and true and complete copies of such Trade Control Permits have been made available to Buyer.

SECTION 4.22 Affiliate Transactions . Except as set forth on Schedule 4.22(a) , excluding any Employee Benefit Plan or compensation arrangement, no Selling Party is and no officer, director, member, stockholder or Affiliate of any Acquired Company, or, to the knowledge of the Company, any individual in such Person's immediate family or their Affiliates is currently a party to any transaction or Contract with any Acquired Company or has any material interest in any property used by any Acquired Company, other than employment or consulting agreements entered into with individuals in the ordinary course of business of the Acquired Companies (an " Affiliate Transaction "). Except as set forth on Schedule 4.22(b) , after giving effect to the Closing, there will be no Affiliate Transactions.

SECTION 4.23 Key Customers and Suppliers .

(a) Schedule 4.23(a) sets forth a true and complete list of the ten (10) most significant customers of the Acquired Companies (measured by dollar volume) for each of the twelve (12)-month periods ended September 30, 2016 and September 30, 2017 (the " Key Customers "). None of the Key Customers has (i) cancelled, terminated or materially and adversely modified (including by materially decreasing the rate or amount of services obtained from the Company) its relationship with the Acquired

Companies in the past twelve months or (ii) sought to convert any exclusive or single-source purchasing arrangement or relationship between such Key Customer and the Acquired Companies into a non-exclusive or multi-source arrangement or relationship. None of the Company or Selling Parties has received any written notice that any Key Customer has ceased or will cease to be a customer of the Acquired Companies or that such Key Customer intends to terminate or materially and adversely modify existing Contracts with the Acquired Companies.

(b) Schedule 4.23(b) sets forth a true and complete list of the ten (10) most significant suppliers (including subcontractors or vendors) of the Acquired Companies (measured by dollar volume) for each of the twelve (12)-month periods ended September 30, 2016 and September 30, 2017 (the " Key Suppliers "). None of the Key Suppliers has (i) cancelled, terminated or materially and adversely modified its relationship with the Acquired Companies in the past twelve months or (ii) sought to convert any exclusive or single-source purchasing arrangement or relationship between such Key Supplier and the Acquired Companies into a non-exclusive or multi-source arrangement or relationship. None of Acquired Companies or Selling Parties has received any written notice that any Key Supplier has ceased or will cease to be a supplier of the Acquired Companies or that such Key Supplier intends to terminate or materially and adversely modify existing Contracts with the Acquired Companies.

SECTION 4.24 Data Protection Warranties .

(a) Each of the Acquired Companies complies, and, since January 1, 2015, has complied, in all material respects with all applicable Laws that govern the collection, use, processing, disclosure and protection of PII (" Data Protection Laws "). Each of the Acquired Companies has in place and operates, and, since January 1, 2015, has had in place and operated, a system of internal controls that are reasonably designed to ensure compliance in all material respects by the Acquired Companies with the applicable Data Protection Laws.

(b) Since January 1, 2015, to the knowledge of the Company, no Acquired Company has suffered any personal data breach that would require under Data Protection Laws such Acquired Company to notify individuals whose information was compromised in such breach, except for personal data breaches that have not resulted or would not reasonably be expected to result in material Liability to the Acquired Companies.

(c) Since January 1, 2015, no Acquired Company has received any written notices or, to the knowledge of the Company, any other communications from any Governmental Entity (i) alleging material non-compliance with any Data Protection Laws or (ii) notifying such Acquired Company of any material regulatory investigation by a Governmental Entity regarding the Acquired Companies' use of PII or non-compliance with Data Protection Laws.

SECTION 4.25 No Other Representations and Warranties . Each Selling Party acknowledges and agrees that except for the representations and warranties contained in Article V , the Ancillary Agreements or any certificate delivered by Buyer pursuant to this Agreement, neither Buyer nor any other Person makes or shall be deemed to make any express or implied representation or warranty with respect to Buyer. Nothing herein shall limit the liability of Buyer for fraud or willful misconduct.

ARTICLE V

Representations and Warranties of Buyer

Buyer hereby represents and warrants to Selling Parties as follows:

SECTION 5.01 Organization and Good Standing . Buyer is a legal entity duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has all requisite limited liability company power and authority to own or lease and operate its properties and to carry on its business as now being operated and conducted.

SECTION 5.02 Authority . Buyer has full power and authority to execute and deliver this Agreement and to carry out, or cause to be carried out, the transactions contemplated hereby. Buyer has, or will have at the Closing, full power and authority to execute and deliver each Transaction Document (other than this Agreement) to which it is or will be a party and to carry out, or cause to be carried out, the transactions contemplated by each of the Transaction Documents (other than this Agreement) to which Buyer is or will be a party. This Agreement has been duly authorized by all necessary action on the part of Buyer and has been duly executed and delivered by Buyer and constitutes the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to creditors' rights generally and (b) the availability of injunctive relief and other equitable remedies. Each of the Transaction Documents (other than this Agreement) has been duly authorized by all necessary action on the part of Buyer and has been, or will be at the Closing, duly executed and delivered by Buyer and constitutes or will constitute a valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to creditors' rights

generally and (b) the availability of injunctive relief and other equitable remedies.

SECTION 5.03 Consents and Approvals; Absence of Violation or Conflicts . Neither the execution and delivery of this Agreement or any of the other Transaction Documents by Buyer, nor the consummation by Buyer of the Transactions, will (a) conflict with or result in any breach of any provisions of the certificate of formation or limited liability company operating agreement of Buyer; (b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity or any other Person, except (i) in connection with the Antitrust Filings; and (ii) the ITAR Notice and NISPOM Notice requirements set forth in Section 7.03(e) ; (c) assuming receipt of Antitrust Approvals, violate, in any material respect, any Law or Judgment applicable to Buyer; or (d) result in a material violation of or default (or an event that, with or without notice or lapse of time or both, would become a default) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, any material Contract to which Buyer is a party or by which any of its properties is bound, except, in the case of the foregoing clause (b) where such failure to obtain any such consent, approval, authorization or permit, or to make such filing or notification, would not reasonably be expected, individually or in the aggregate, to adversely affect, in any material respect, the ability of Buyer to perform its obligations under this Agreement or consummate the Transactions.

SECTION 5.04 Litigation . There are no Actions pending or, to the knowledge of Buyer, threatened against Buyer or any of its Affiliates relating to the Transactions.

SECTION 5.05 Financial Capacity .

(a) Buyer will have at the Closing sufficient cash or other sources of funds to pay the Closing Consideration and any other amounts required to be paid in connection with the consummation of the Transactions and to pay all related fees and expenses of Buyer and its Affiliates.

(b) In no event shall the receipt or availability of funds or Financing by or to Buyer or any of its Affiliates or any other Financing transaction be a condition to any of the obligations of Buyer to consummate the Transactions hereunder.

SECTION 5.06 Investment Intent . Buyer is acquiring the Transferred Equity Interests under this Agreement for its own account, without a view to resale or distribution thereof in violation of any applicable securities Laws and with no present intention of distributing or reselling any part thereof.

SECTION 5.07 Broker Fees . No broker, investment banker, financial advisor or other similar Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based on any arrangements made by or on behalf of Buyer or any of its Affiliates.

SECTION 5.08 No Foreign Ownership or Control . With respect to Buyer, the Closing will not result in foreign ownership, control or influence over the Company requiring pre-closing notifications to, review by or consent or approval of: (a) the Committee on Foreign Investment in the United States; (b) the Directorate of Defense Trade Controls; or (c) DSS pursuant to section 2.302(b) of the NISPOM.

SECTION 5.09 No Other Representations or Warranties . Buyer acknowledges and agrees that except for the representations and warranties contained in Article III and Article IV , the Ancillary Agreements or any certificate delivered by Seller or the Company pursuant to this Agreement, none of the Selling Parties, Sellers' Guarantor, the Acquired Companies or any other Person makes or shall be deemed to make any express or implied representation or warranty with respect to the Selling Parties, the Transferred Equity Interests or the Acquired Companies. Nothing herein shall limit the liability of the Selling Parties for fraud or willful misconduct.

SECTION 5.10 Conditions Precedent to Buyer's Obligations . The obligation of Buyer to consummate the Transactions hereunder is subject to fulfillment, prior to or at the Closing, of the following conditions (compliance with which or the occurrence of which may be waived in whole or in part by Buyer in writing to the extent permitted by Law):

(a) The representations and warranties of each Selling Party (i) set forth in Section 3.03 shall have been true and correct on the date hereof and shall be true and correct as of the Closing Date as though made on and as of the Closing Date; (ii) set forth in the Seller Fundamental Representations (other than described in the immediately preceding clause (i)) shall have been true and correct in all material respects on the date hereof and shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date (except to the extent such representation or warranty expressly relates to a specified date, in which case on and as of such specified date); and (iii) set forth in Article III (other than the Seller Fundamental Representations), disregarding all qualifications or limitations as to "materiality", "Material Adverse Effect" and words of similar import set forth therein, shall have been true and correct as of the date hereof and shall be true and correct as of the Closing Date as though made on the Closing Date (except to the extent such representation or warranty expressly relates to a specified date, in which case on and as

of such specified date), except, in the case of this clause (iii), where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The representations and warranties of each Selling Party and the Company (i) set forth in Sections 4.01(c) , (d) , (e) , and (f) shall have been true and correct on the date hereof and shall be true and correct as of the Closing Date as though made on and as of the Closing Date other than in *de minimis respects* ; (ii) set forth in the Company Fundamental Representations (other than described in the immediately preceding clause (i)) shall have been true and correct in all material respects on the date hereof and shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date (except to the extent such representation or warranty expressly relates to a specified date, in which case on and as of such specified date); and (iii) set forth in Article IV (other than the Company Fundamental Representations), disregarding all qualifications or limitations as to "materiality", "Material Adverse Effect" and words of similar import set forth therein, shall have been true and correct as of the date hereof and shall be true and correct as of the Closing Date as though made on and as of the Closing Date (except to the extent such representation or warranty expressly relates to a specified date, in which case on and as of such specified date), except, in the case of this clause (iii), where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) The Company and each Selling Party shall have performed and complied in all material respects with all of the covenants and obligations in this Agreement to be complied with and performed by such Selling Party and the Company at or before the Closing.

(d) The Company and each Selling Party shall have delivered to Buyer a certificate dated the Closing Date and executed by an authorized officer of the Company or by such Selling Party, as applicable, to the effect that each of the conditions specified above in Sections 6.01(a) , (b) , (c) and (g) has been satisfied.

(e) No Governmental Entity shall have enacted, entered, promulgated, enforced or issued any Judgment or Law which is in effect and which has the effect of making the Transactions illegal or otherwise restraining or prohibiting consummation of the Transactions (each, a " Legal Impediment ") and there shall not be pending any action, suit or similar legal proceeding brought by a Governmental Entity seeking to restrain or prohibit the Transactions.

(f) Any applicable waiting or suspension period under the HSR Act relating to the Transactions shall have expired or been terminated.

(g) Since the date of this Agreement there shall not have been a Material Adverse Effect.

(h) The other actions set forth in Section 2.06 shall have been completed.

SECTION 5.11 Conditions Precedent to Selling Parties' and the Company's Obligations . The obligation of Selling Parties and the Company to consummate the Transactions hereunder is subject to fulfillment, prior to or at the Closing, of the following conditions (compliance with which or the occurrence of which may be waived in whole or in part by Selling Parties in writing to the extent permitted by Law):

(a) The representations and warranties of Buyer set forth in Article V shall be true and correct (disregarding all qualifications or limitations as to "materiality", "material adverse effect" and words of similar import set forth therein) as of the date hereof and as of the Closing Date as though made on the Closing Date (except to the extent such representation or warranty expressly relates to a specified date, in which case on and as of such specified date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement or prevent or materially impede, interfere with, hinder or delay the consummation of the Transactions.

(b) Buyer shall have performed and complied in all material respects with all the covenants and obligations in this Agreement to be complied with and performed by Buyer at or before the Closing.

(c) Buyer shall have delivered to Selling Parties a certificate dated the Closing Date and executed by an authorized officer of Buyer to the effect that each of the conditions specified above in Sections 6.02(a) and (b) has been satisfied.

(d) No Legal Impediment shall be in effect and there shall not be pending any action, suit or similar proceeding brought by a Governmental Entity seeking to restrain or prohibit the Transaction.

(e) Any applicable waiting or suspension period under the HSR Act relating to the Transactions shall have expired or been terminated.

(f) Seller shall have received the Closing Date Amount in accordance with Section 2.03 .

(g) The other actions set forth in Section (l) shall have been completed.

SECTION 5.12 Frustration of Closing Conditions . None of the Selling Parties nor Buyer may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's breach of any provision of this Agreement or such party's failure to act in good faith.

ARTICLE VI

Certain Covenants

SECTION 6.01 Conduct of Business . (a) From the date hereof until the Closing Date, except as set forth in Schedule 7.01 or as otherwise permitted by this Agreement (including pursuant to Section 7.06 and Section 9.01) or the other Transaction Documents, required by applicable Law or consented to by Buyer in writing (which consent shall not be unreasonably withheld, conditioned or delayed), Seller and the Company shall, and Seller shall cause the Company to, and the Company shall cause each of the other Acquired Companies to, conduct its business in the ordinary course, consistent with past practice and, to the extent consistent therewith, to use commercially reasonable efforts to (x) preserve the business relationships of the Acquired Companies, (y) keep available the services of key employees of the Acquired Companies and (z) maintain relations and goodwill of the Acquired Companies with key suppliers, customers, teaming partners, employees and others having business relationships with the Acquired Companies and preserve the goodwill and ongoing operations of the Acquired Companies.

(a) Except as set forth in Schedule 7.01 or as otherwise permitted by this Agreement (including pursuant to Section 7.06 and Section 9.01) or the other Transaction Documents, required by applicable Law or consented to by Buyer in writing (which consent shall not be unreasonably withheld or delayed), from the date hereof until the Closing Date, the Selling Parties and the Company shall not, Seller shall cause the Company not to, and the Company shall cause the other Acquired Companies not to:

(i) amend any Acquired Company's certificate of incorporation or by-laws or other organizational documents;

(ii) issue, authorize the issuance of, split, combine, reclassify or subject to a Lien any capital stock of or other equity or other interests in any Acquired Company or make any other change in the capital structure of any Acquired Company;

(iii) with respect to any employee of any Acquired Company, (A) enter into, adopt, amend, modify or terminate any Employee Benefit Plan or any other plan, program, Contract or arrangement that would be an Employee Benefit Plan if it were in existence as of the date hereof, other than in the ordinary course of business consistent with past practice in connection with new hires; (B) grant any new award under any Employee Benefit Plan; (C) amend, modify or accelerate the vesting of any outstanding award under any Employee Benefit Plan; (D) except with respect to the Nonqualified Deferred Compensation Plan and the related Rabbi Trust with respect to deferrals under existing agreements, fund any rabbi trust or similar arrangement or take any action to fund or in any other way secure the payment of compensation or benefits under any Employee Benefit Plan except as required by Law; or (E) otherwise increase the compensation or benefits of any such employee, except (1) as required by any Employee Benefit Plan or any Collective Bargaining Agreement or other binding Contract existing on the date hereof, (2) the withdrawal of the value assets in the Rabbi Trust which exceeds (x) one hundred percent (100%) of the amount required to pay benefits under the Nonqualified Deferred Compensation Plan, (3) arrangements that will not result in any Liability under this Agreement or otherwise to Buyer or its Affiliates (including any retention or similar arrangements that will be paid solely by Seller and its Affiliates) including, for avoidance of doubt, the Company's amending existing awards or granting of additional awards under the VRP or other agreements (which are treated as Closing Bonus Payments); provided , however , any such amending of existing awards or granting of additional payments shall be solely to the extent consistent with the description set forth on Schedule 7.01(b)(iii) , and (3) the Retention Bonus Agreements;

(iv) enter (or commit to enter) into, amend, terminate or extend any Collective Bargaining Agreement or Contract with a works council or other union (or enter into negotiations to do any of the foregoing) with respect to any employee of the Company except, in each case, as required by any applicable Law;

(v) plan, announce, implement or effect any reduction in force, layoff, early retirement program, severance program or effort concerning the termination of employees of the Acquired Companies or terminate the employment of any employee of any of the Acquired Companies (other than terminations attributable to loss of a Government Contract or for cause or performance reasons, as reasonably determined by Seller) or hire any employee of any of the Acquired Companies,

other than hiring any such employee in order to fill a vacancy (including staffing of unfilled positions with respect to existing or new Government Contracts) in the ordinary course of business consistent with past practice or upon a termination for cause, performance reasons, or due to death or disability, provided that the compensation of such replacement employee is materially similar to the compensation paid to his or her predecessor, if any;

(vi) declare or pay any non-cash dividend or make any non-cash distribution in respect of the Company's capital stock or other equity interests;

(vii) incur, assume or guarantee any Indebtedness, except for working capital borrowings incurred in the ordinary course of business which will be paid, in full on or prior to the Closing;

(viii) enter into any Contract that limits the freedom of the Acquired Companies to engage in any line of business, acquire any entity or compete with any Person in any market or geographical area, except for any teaming or subcontract arrangements that do not limit the freedom of Buyer or its Affiliates (other than the Acquired Companies in a non-material manner) to compete in any market or geographical area; provided, however, that the Company will provide Buyer prior written notice of any such teaming or subcontract arrangements other than any such teaming or subcontract arrangements that are in connection with a Current Government Contract or Government Bid as of the date of this Agreement;

(ix) acquire any capital stock or other equity or other interests, or any business or product line of any Person;

(x) mortgage, pledge, encumber, sell, lease, sublease, transfer, license, assign, abandon, dispose of or grant, create, attach or otherwise make subject to a Lien (other than any Permitted Liens) any of the Acquired Companies' material assets (other than Intellectual Property), other than (A) sales of products or services in the ordinary course of business, or (B) dispositions of obsolete or worn-out assets that are no longer used or useful in the operation or conduct of the business of the Acquired Companies;

(xi) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, acquisition, restructuring, recapitalization or other material reorganization of any of the Acquired Companies;

(xii) make any material change in any of the Acquired Company's present financial accounting methods and practices, other than as may be appropriate to conform to GAAP or as may be required by applicable Law;

(xiii) settle, propose settlement or compromise any Action which involves or would reasonably be expected to involve payments to or by any of the Acquired Companies in excess of One Hundred Fifty Thousand Dollars ($150,000);

(xiv) (A) other than in the ordinary course of business consistent with past practice, enter into, renew or extend the term of any Contract that is a Material Contract, Real Property Lease or Material Government Contract (other than renewals or extensions pursuant to the terms thereof or any such entries, renewals or extensions in response to a request by, or as an accommodation to, a Governmental Entity) or (B) terminate, deliver a notice of termination, waive or accelerate any material claim or right, defer any material liabilities or waive any material breach or material default under, in each case, any Material Contract, Real Property Lease or Material Government Contract, other than in the case of (B), in response to a request by, or as an accommodation to, a Governmental Entity;

(xv) Sell, transfer, assign, abandon or grant any license or sublicense of any material Intellectual Property owned by the Acquired Companies, other than non-exclusive licenses to customers, distributors and suppliers granted in the ordinary course of business consistent with past practice;

(xvi) make, change or revoke any Tax election, change any tax accounting period, adopt or change any Tax accounting method, file any material amended Tax Return, enter into any closing agreement or settle any material Tax claim or assessment, surrender any right to claim a refund of material Taxes or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, in each case, relating to the Acquired Companies and in each case, except to the extent any of the foregoing actions (i) is required by Law; (ii) the relevant Taxes or Tax Returns, as the case may be, relate to or are Pass-through Tax Returns, respectively or (iii) is reasonable and in response to recent tax law changes (such as, for example, Tax elections or Tax accounting methods made or changed in response to PL 115-97, 12/22/2017 (commonly known as the Tax Cuts and Job Acts)); provided , however , that such reasonable action is not reasonably expected to increase materially the Taxes payable by the Acquired Companies, Buyer or its Affiliates for any Post-Closing Tax Period;

(xvii) waive any claims or rights of value held by the Acquired Companies, in each case in excess of One Hundred Fifty Thousand Dollars ($150,000) individually or in the aggregate;

(xviii) cause or permit any of the Acquired Companies to commit to incur any capital expenditures or any obligations or Liabilities in respect thereof payable following the Closing in an amount exceeding One Hundred Fifty Thousand Dollars ($150,000) in the aggregate (other than such capital expenditures or Liabilities in respect thereof that will be reimbursed by a Governmental Entity); or

(xix) authorize any of, or commit or agree to take any of, the foregoing actions.

(b) For the avoidance of doubt, nothing contained in this Section 7.01 shall prohibit any dividend or other distributions of Cash from the Company to Seller or its Affiliates prior to 12:01 a.m. on the Closing Date. Nothing contained in this Agreement is intended to give Buyer, directly or indirectly, the right to control or direct the operations of the Acquired Companies prior to the Closing. Prior to the Closing, Seller and the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over the Acquired Companies' businesses and operations. Notwithstanding anything to the contrary in this Agreement, no consent, approval or authorization of Buyer shall be required with respect to any matter set forth in this Section 7.01 or elsewhere in this Agreement to the extent that the requirement to obtain such consent, approval or authorization would violate or conflict with applicable Law.

SECTION 6.02 Public Announcements . The Selling Parties, Sellers' Guarantor and Buyer shall consult with each other and shall mutually agree upon any press release or other public statements with respect to the Transactions, and shall not issue any such press release or make any such public statement prior to such consultation and agreement, other than any press release or other public statement that only contains information and statements that have been previously approved by the parties pursuant to this Section 7.02 , except as may be required by applicable Law (including in connection with any Antitrust Filing or in response to any request by a Governmental Entity in connection with its investigation of the Transactions), court process or stock exchange rules, in which case the party proposing to issue such press release or make such public announcement shall use commercially reasonable efforts to consult in good faith with the other party before issuing any such press release or making any such public announcement.

SECTION 6.03 Reasonable Best Efforts; Antitrust Approvals . (a) Subject to the terms and conditions set forth in this Agreement, the Company, the Selling Parties and Buyer shall use their reasonable best efforts to (i) make as may be required and advisable the Antitrust Filings and any other filings or registrations applicable to the Transactions; (ii) obtain or file, as the case may be, consents, approvals, authorizations, qualifications and orders of or notices to Governmental Entities and other third parties, including those consents or notices listed on Schedule 4.04 ; and (iii) take other reasonable actions, in the case of each of clauses (i) and (ii) above, to consummate the Transactions as soon as reasonably practicable following the date of this Agreement. Without limiting the foregoing, Buyer agrees to provide such evidence as to financial capability, resources and creditworthiness as may be reasonably requested by any third party whose consent or approval is sought hereunder. Subject to appropriate confidentiality protections, each of the parties hereto will cooperate with and furnish to the other party such necessary information and assistance as such other party may reasonably request in connection with the foregoing. Nothing in this Section 7.03 shall require Selling Parties or the Company or any of their respective Affiliates or Buyer or any of its Affiliates to pay money or make any concessions to any third party whose consent or approval is sought hereunder other than payment by the Company of nominal fees contemplated by the lease agreements identified on Schedule 4.04 .

(a) Without limiting the generality of the parties' obligations under Section 7.03(a) , as soon as reasonably practicable after the date hereof (but in no event later than ten (10) business days after the date hereof unless the parties agree otherwise), the Company and Buyer shall file, or cause to be filed by their ultimate parent entities as that term is defined in the HSR Act, all Antitrust Filings under the HSR Act with the Federal Trade Commission and the Antitrust Division of the United States Department of Justice (the " Antitrust Division "). Each of the parties shall use its reasonable best efforts to cause the expiration or obtain early terminations, if available, of any applicable waiting periods in connection with the filings and notifications made by the parties with Governmental Entities pursuant to this Section 7.03 . The Company and Buyer shall respond as promptly as reasonably practicable to reasonable requests for any additional information made by any Governmental Entity whose consent, authorization, order or approval is required in connection with the Transactions. No party shall voluntarily extend any applicable waiting period or enter into any Contract with any Governmental Entity to delay or not to consummate the Transactions except with the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed). Subject to the provisions in respect of "outside counsel only" materials set forth in Section 7.03(d) , each of the parties shall use its commercially reasonable efforts to cooperate by providing information reasonably requested by the other party in order to fulfill the foregoing obligations, and each of the parties shall keep the other party reasonably informed of its progress in obtaining any Antitrust Approvals.

(b) Notwithstanding the covenants set forth in Sections 7.03(a) and (b) , Buyer, the Selling Parties and the Company shall use their respective commercially reasonable efforts to take actions necessary to resolve, avoid or eliminate any impediments or objections that may be asserted with respect to the Transactions under any antitrust, competition, merger control or similar Law or otherwise in connection with any Antitrust Approvals, except that in no event shall Buyer or its Affiliates be required

to (i) propose, negotiate, offer to commit and effect (or commit to and effect), by consent decree, hold separate order or otherwise, the sale, license, divestiture or disposition of any assets or equity of Buyer, any of Buyer's Subsidiaries or Affiliates or the Acquired Companies; (ii) terminate or modify any existing relationships and contractual rights and obligations of Buyer, any of Buyer's Subsidiaries or Affiliates or the Acquired Companies; and (iii) otherwise offer to take or offer to commit to take any action (or take or commit to take such action) that limits the freedom of action of Buyer, any of Buyer's Subsidiaries or Affiliates or the Acquired Companies or that limits Buyer's ability to retain, any of the assets of Buyer, any of Buyer's Subsidiaries or Affiliates or the Acquired Companies.

(c) Subject to applicable Law relating to the exchange of information, Buyer and the Company and their respective counsel shall (i) have the right to review in advance and upon request, and to the extent practicable each shall consult the other on, any substantive filing made with, or written materials to be submitted to, any Governmental Entity in connection with the Transactions (although the parties shall not have to share documents that are or could be responsive to Items 4(c) or 4(d) of any required filings under the HSR Act with each other); (ii) promptly inform each other of any substantive communication received from, or given to, any Governmental Entity in connection with the Transactions; (iii) consult with the other party, and consider in good faith the views of the other party, prior to entering into any Contract with any Governmental Entity with respect to the Transactions (and for the avoidance of doubt neither the Selling Parties nor the Company will discuss or enter into any undertaking or Contract with any Governmental Entity with respect to the Transactions or to address possible concerns by a Governmental Entity regarding the Transactions without Buyer's advance written consent, which consent shall not be unreasonably withheld, conditioned or delayed); and (iv) furnish each other upon request with copies of all substantive correspondence, filings and written communications between them or their subsidiaries or Affiliates, on the one hand, and any Governmental Entity or its respective staff, on the other hand, with respect to the Transactions. Without limiting the generality of the foregoing (except with respect to documents that are or could be responsive to Items 4(c) or 4(d) of any required filings under the HSR Act), each party shall provide to the other (or the other's respective legal counsel) upon request copies of all correspondence between such party and any Governmental Entity relating to the Transactions. The parties may, as they deem advisable and necessary, designate any commercially sensitive materials provided to the other under this Section 7.03 as "outside counsel only." Such materials and the information contained therein shall be given only to outside counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient without the advance written consent of the party providing such materials. To the extent reasonably practicable, all material discussions, telephone calls and meetings with a Governmental Entity regarding the Transactions shall include representatives of the Company and Buyer. Subject to applicable Law, the parties hereto will consult and cooperate with each other in connection with any analyses, appearances, presentations, memoranda, briefs, arguments and proposals made or submitted to any Governmental Entity regarding the Transactions by or on behalf of any party hereto. Buyer and the Company shall, to the extent practicable, provide each other and their respective counsel with advance notice of and the opportunity to participate in any in-person or telephonic discussion or meeting with any Governmental Entity in respect of any investigation or other inquiry in connection with the Transactions and to participate in the preparation for such discussion or meeting. The parties also agree to keep each other fully informed about any antitrust issues raised by any Governmental Entity. Notwithstanding the foregoing or anything to the contrary in this Agreement, Buyer, on one hand and Seller, on the other hand, shall equally split the required HSR filing fee, with Buyer and Seller each submitting one-half of the required filing fee to the relevant Governmental Entity with its HSR filing.

(d) Prior to and after the Closing Date, the Selling Parties and Buyer shall furnish each other such information and assistance as is required for (i) both to file their respective notices with the State Department, Directorate of Defense Trade Controls, under Section 122.4(a)(2) of the International Traffic in Arms Regulations (" ITAR ", and each such notice, an " ITAR Notice "); (ii) Buyer to file a General Correspondence request with, and pursuant to published guidance issued by, the State Department, Directorate of Defense Trade Controls, for amendment of existing ITAR authorizations; (iii) the Company to submit a notice of changed conditions to DSS under Section 1-302(g) of the NISPOM (a " NISPOM Notice "). Seller and Buyer shall submit an ITAR Notice with respect to the Transactions, in form and substance reasonably acceptable to both Sellers' Representative and Buyer, to the State Department, Directorate of Defense Trade Controls, within five (5) calendar days after the Closing Date. The Company shall submit a NISPOM Notice with respect to the Transactions to DSS on or before the Closing Date.

SECTION 6.04 Access to Information . From the date hereof to the Closing Date, upon reasonable advance notice, the Company shall give Buyer and its Representatives reasonable access during normal business hours and without undue interruption of the Acquired Company's day-to-day operations, to all of the properties, books and records (other than records attorney-client privileged communications, information which is subject to a confidentiality agreement with a third party or that would cause an OCI and, for the avoidance of doubt, other than where access to such information is prohibited by applicable Law) of the Acquired Companies, and will furnish, at Buyer's expense, Buyer and its Representatives during such period all such information (other than attorney-client privileged communications, information which is subject to a confidentiality agreement with a third party or that would cause an OCI and, for the avoidance of doubt, other than where access to such information is prohibited by applicable Law) concerning the affairs of the Acquired Companies as Buyer may reasonably request; provided that the Company shall use its reasonable best efforts to allow for such access or disclosure in a manner that does not result in a violation of applicable

Law, a breach of a confidentiality agreement, or a loss of attorney-client privilege or that would cause an OCI, including using reasonable best efforts to obtain the required consent of any applicable third party or through the use of a "clean team". Nothing in this Section 7.04 shall entitle Buyer or its Representatives to contact any third party doing business with the Acquired Companies in connection with the Transactions or to access the properties, facilities, books or records of any such third party, in each case without Sellers' Representative's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Buyer will treat all information so obtained as confidential in accordance with the Confidentiality Agreement.

SECTION 6.05 Financial Statements. From and after the date hereof until the Closing Date, the Company shall provide Buyer, as soon as reasonably practicable after the end of each calendar month, with an unaudited balance sheet of the Acquired Companies as of the end of such month, and the related unaudited statements of income and cash flow for the period then ended. From and after the date hereof until the Closing Date, as soon as reasonably practicable after the end of each fiscal quarter, the Company shall provide Buyer with an unaudited balance sheet of the Acquired Companies as of the end of such quarter, and the related unaudited statements of income and cash flow for the period then ended. Each such monthly and quarterly financial statement provided pursuant to this Section 7.05 shall be consistent with the relevant financial statements prepared by the Acquired Company in the ordinary course of business for the Acquired Company's internal financial reporting purposes prior to the date hereof.

SECTION 6.06 Termination of Affiliate Transactions. On or before the Closing Date, all Affiliate Transactions other than those set forth on Schedule 4.22(b) shall be terminated in full, without any further liability to any Acquired Company with respect to periods following the Closing, effective as of the Closing; provided, that in no event shall any Acquired Company pay any fee or otherwise incur any expense or financial exposure with respect to any such termination.

SECTION 6.07 Non-Competition; Non-Solicitation. (a) For a period of four (4) years from the Closing Date (the "Non-Competition Period"), Sellers' Guarantor and each Selling Party agrees that, without the prior written consent of Buyer, it will not, and will cause its Affiliates not to, directly or indirectly (whether by himself, herself or itself, through an Affiliate in partnership or conjunction with or as a manager, member, owner, consultant or agent of, any other Person or otherwise), engage in any business in Full and Open Competition with the business of the Acquired Companies as conducted on the Closing Date, including by providing services in the areas of research and development, systems engineering, missions operations, technology development, network solutions, scientific and IT service solutions and management consulting primarily for the DOD, intelligence community, NASA and other US Government customers which are substantially the same or similar to those conducted by the Acquired Companies on the Closing Date and including the business prospects, Government Contracts and Government Bids identified in the Acquired Companies' "waterfall charts" attached hereto as Schedule 7.07 (regardless of whether such prospect ultimately is conducted as a Full and Open Competition or as set-aside for small or disadvantaged business), in each case (a "Competing Business"); provided, however, that nothing in this Section 7.07(a) shall be deemed to limit in any way or preclude such Selling Party or Sellers' Guarantor, as applicable (i) from owning securities of any entity engaged in any Competing Business which has outstanding publicly traded securities, so long as Selling Party and Sellers' Guarantor's aggregate direct holdings in any such entity shall not in the aggregate constitute more than five percent (5.0%) of the voting power of such entity or (ii) from investing in a private equity or hedge fund which invests in or maintains a Competing Business so long as (A) the Selling Parties' and Sellers' Guarantor's holdings in such fund or portfolio company of such fund is passive and (B) neither the Selling Parties nor Sellers' Guarantor provides advice, manages, works for, consults with or renders other services to such fund or portfolio company nor is otherwise involved in any way in the management or decision-making of such fund or portfolio company. Notwithstanding the foregoing, Sellers' Guarantor shall not be restricted from owning twenty percent (20%) or less of the membership interests of Aerodyne Industries, LLC ("Aerodyne") or serving on the board of directors, or any advisory board of Aerodyne; provided, however, that none of the Selling Parties or Sellers' Guarantor will have involvement in the management of Aerodyne that would otherwise be in violation of this Section 7.07(a); provided, further, if, during the Non-Competition Period Aerodyne engages in a Competing Business as a prime contractor, then Sellers' Guarantor shall unless otherwise specifically agreed in writing by Buyer, recuse himself from participating in any way with the efforts of Aerodyne in its pursuit of such Competing Business as a prime contractor. If during the Non-Competition Period Aerodyne shall no longer qualify as a small business under any applicable North American Industry Classification System (NAICS) categories that it currently operates under for which it currently qualifies as a small business, and Aerodyne engages in a Competing Business, Sellers' Guarantor shall divest his ownership interest in Aerodyne and resign from any board of directors or advisory board or other management position of Aerodyne on which he is serving as soon as practical following the date that Aerodyne no longer qualifies as a small business; provided, that, if Aerodyne files a timely appeal of a government size determination, then Sellers' Guarantor's obligations referenced above shall commence upon the denial, dismissal, or withdrawal of any such appeal. In any event, Sellers' Guarantor shall consummate such divestiture and resignation within three (3) months following the date of a government size determination unless such determination is reversed by the applicable appellate authority.

(a) Buyer and Sellers' Guarantor will enter into a mutually agreeable strategic alliance agreement with X Energy LLC, Intuitive Machines LLC, and Axiom Space LLC ("Restricted Affiliate Companies"), to preserve the intent of the restrictions against Competing Business described in Section 7.07(a) but not otherwise restrict or impede the business or growth prospects of the

Restricted Affiliate Companies products and services. For the avoidance of doubt, it shall not be a condition to Closing that such agreement be entered into on or prior to Closing.

(b) During the Non-Competition Period, Sellers' Guarantor and each Selling Party shall not, and shall cause its Affiliates not to, without the prior written consent of Buyer, directly or indirectly (whether by himself, herself or itself, through an Affiliate in partnership or conjunction with or as a manager, member, owner, consultant or agent of, any other Person or otherwise), solicit or hire or employ or seek to entice away from Buyer or its Affiliates for employment any Continuing Employee; provided that (i) none of the Selling Parties, Sellers' Guarantor or their respective Affiliates will be deemed to have solicited (and any such Persons may hire) any such Continuing Employee who responds to any general media advertisement or job posting placed by or on behalf of such Selling Party or Sellers' Guarantor or any of its Affiliates, as applicable, prior to any direct or indirect solicitation by such Selling Party or Sellers' Guarantor or any of its Affiliates; (ii) the Selling Parties, Sellers' Guarantor or any of their respective Affiliates may solicit and hire any such Continuing Employee who has been involuntarily terminated or laid off in either case for other than performance-related reasons (as determined in the reasonable discretion of Buyer) by Buyer or its Subsidiaries; (iii) the Selling Parties, Sellers' Guarantor or any of their respective Affiliates may solicit and hire any such Continuing Employee whose employment terminated with Buyer and its Subsidiaries for any reason at least two (2) years prior to the date of such solicitation or hiring; and (iv) the Selling Parties, Sellers' Guarantor or any of their respective Affiliates may, as agreed by Buyer, solicit and hire certain Continuing Employees, who shall be identified and mutually agreed upon by Buyer and Sellers' Guarantor prior to the Closing.

(c) In the event that any of the covenants contained in this Section 7.07 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too long a period of time or over too large a geographical area or by reason of being too extensive in any other respect, the covenants contained in this Section 7.07 shall be interpreted to extend only over the longest period of time for which they may be enforceable, and/or over the largest geographical area as to which they may be enforceable and/or to the maximum extent in all other aspects as to which they may be enforceable, all as determined by such court in such action.

SECTION 6.08 Exclusivity . From the date of this Agreement until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, none of Selling Parties, Sellers' Guarantor or the Company shall, and each Selling Party, Sellers' Guarantor and the Company shall cause its respective Affiliates and its and their respective Representatives not to, directly or indirectly (i) solicit, initiate or knowingly encourage (including by way of furnishing non-public information), or take any other action designed or reasonably expected to facilitate, any inquiries related to or the making of any proposal that constitutes, or could reasonably be expected to lead to, any Acquisition Proposal; (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or otherwise cooperate in any way with, or assist or participate in any effort or attempt by any Person with respect to, any Acquisition Proposal; or (iii) enter into or approve any Contract with respect to any Acquisition Proposal. None of Selling Parties, Sellers' Guarantor any of their respective Affiliates or the Company or any of its respective Affiliates shall release any third party from, or waive any provision of, any confidentiality agreement with respect to any Acquired Company to which it is a party and which was entered into with respect to any potential Acquisition Proposal. Each Selling Party and the Company shall, and shall cause their respective Affiliates and Representatives to, with respect to third parties with whom discussions or negotiations with respect to an Acquisition Proposal have been terminated on or prior to the date of this Agreement, use its commercially reasonable efforts to obtain the return or destruction of, in accordance with the terms of the applicable confidentiality agreement, confidential information previously furnished by the Selling Parties, Sellers' Guarantor, the Company or any of their respective Affiliates, or their respective Representatives, with respect to any Acquired Company.

SECTION 6.09 Release of Liens; Pay-off Letters . Seller and the Company shall use reasonable best efforts to obtain, on or prior to the Closing, evidence of the repayment or extinguishment in full of all Indebtedness of the type described in clauses (i)-(ii) of the definition of Indebtedness of the Acquired Companies (the " Funded Indebtedness ") required to be delivered to Buyer at Closing pursuant to Section 2.06(j) or in lieu thereof payoff letters providing for final payment of all such Indebtedness at Closing.

ARTICLE VII

Additional Agreements

SECTION 7.01 Financing Cooperation

(a) On and prior to the Closing, the Selling Parties and the Company shall use commercially reasonable efforts to provide, and the Company shall use commercially reasonable efforts to cause Sellers' Representatives to provide, in each case in a timely manner, reasonable cooperation and assistance to Buyer in connection with (i) the arrangement of the Financing and (ii) Buyer's ability to comply with regulatory reporting requirements, in each case including, as reasonably requested, (A) furnishing

Buyer and its Financing Sources with all financial and other information concerning the Company reasonably required by such Financing Sources in connection with the Financing; (B) assisting in the preparation of customary confidential information memoranda and other customary materials to be used in connection with the Financing; (C) ensuring that the syndication efforts with respect to the Financing benefit materially from existing banking and lending relations of the Company and its Affiliates; (D) making senior management of the Company available to participate in a reasonable number of due diligence meetings, bank meetings, drafting sessions and similar presentations to and with prospective lenders; (E) providing such certificates, documents and financial reports as may be reasonably requested by Buyer and its Financing Sources, including such financial reports as are required by the SEC or other regulatory bodies prior to the Closing; (F) assisting with the preparation of definitive financing documentation and the schedules and exhibits thereto, in each case, customarily required to be delivered under such definitive financing documentation; (G) providing all cooperation that is reasonable and customary to satisfy the conditions precedent set forth in any commitment letter or definitive document relating to the Financing to the extent the satisfaction of such condition requires the reasonable and customary cooperation of, or is within the control of, Seller or the Company; (H) following reasonable advance notice, providing to Buyer and its Financing Sources all documentation and other information about the Company required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act; (I) assisting Buyer in Buyer's preparation of pro forma financial information and pro forma financial statements in connection with any Financing for the periods for which the Company is obligated to deliver financial statements hereunder by providing Buyer with sufficient and customary information with respect to the Company for Buyer to prepare such pro forma financial information and pro forma financial statements; and (J) providing such additional cooperation as may be reasonably requested by Buyer in connection with the Financing; provided , that nothing herein shall require (w) such cooperation to the extent it would interfere unreasonably with the business or operations of the Company or its Subsidiaries; (x) the Company to prepare or deliver any financial statements other than those (1) previously provided to Buyer or (2) required to be delivered to Buyer pursuant to Section 7.05 ; (y) the Company to prepare or deliver any other financial information in a form not customarily prepared by the Company or any financial information with respect to a month or fiscal period that has not yet ended or has ended less than forty-five (45) calendar days prior to the date of such request; or (z) the Company to deliver or cause the delivery of any legal opinions or any certificate as to solvency. Notwithstanding anything in this Agreement to the contrary, in no event shall the Company be required to bear any out-of-pocket cost or expense, pay any fee or incur any Liability prior to the Closing or make any commitment or Contract effective prior to Closing in connection with the Financing.

(b) Buyer shall reimburse promptly as incurred the Selling Parties and the Company for their respective reasonable and documented out-of-pocket expenses incurred in performing the covenants contained in this Section 8.01 . Buyer shall indemnify and hold harmless the Selling Parties, the Company, and their respective Representatives and Affiliates from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with any Financing and any information utilized in connection therewith other than to the extent any of the foregoing arises from the gross negligence or willful misconduct of, or breach of this Agreement by, the Selling Parties, the Company, or any of their respective Representatives and Affiliates. Notwithstanding anything to the contrary herein, it is understood and agreed by the Buyer that the conditions set forth in Section 6.01(c) , as applied to the Company's obligations under this Section 8.01 , shall be deemed to be satisfied unless there has occurred an intentional and material breach of the obligations of the Selling Parties or the Company under this Section 8.01 .

(c) The Company hereby consents to the use of its and its Subsidiaries' logos in connection with the Financing; provided , that such logos are used solely in a manner that is reasonable and customary and that is not reasonably likely to harm or disparage the Company or its Subsidiaries in any respect.

SECTION 7.02 Confidentiality . Buyer acknowledges that the information provided to Buyer and its Representatives in connection with this Agreement and the Transactions is subject to the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference. The Confidentiality Agreement shall automatically terminate at the Closing. From and after the Closing, Sellers' Guarantor and each Selling Party shall hold and shall cause each of their respective Affiliates (excluding the Acquired Companies) to hold, and Sellers' Guarantor and each Selling Party shall use its respective commercially reasonable efforts to cause his, her or its and his, her or its Affiliates' respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, and not to use, unless compelled to disclose by Law (after notifying Buyer about his, her or its intention to make, and the proposed contents of, such disclosure, so that Buyer may seek an appropriate protective order or other appropriate remedy), all documents and information concerning the Acquired Companies, except to the extent that such information can be shown by such Selling Party to have been (x) previously known on a non-confidential basis by such Selling Party or (y) generally in the public domain through no fault of such Selling Party or (ii) be necessary to assert or defend any Claims or rights under this Agreement.

SECTION 7.03 Tax Matters . (a) Preparation and Filing of Tax Returns; Payment of Taxes . (i) Sellers' Representative, on behalf of Seller, shall prepare and file all Tax Returns required to be filed by or on behalf of the Acquired Companies for any Tax period ending on or before the Closing Date (the " Pre-Closing Tax Returns "). The Pre-Closing Tax Returns shall be prepared in a manner that is consistent with past practice, except as otherwise required by applicable Law or agreed by the

parties in writing. For avoidance of doubt, Pass-through Tax Returns of the Company and its Subsidiaries shall be prepared and filed by Seller and shall not be considered Pre-Closing Tax Returns.

(A) In the case of any material Pre-Closing Tax Return and any Pass-through Tax Return that is required to be filed by the Acquired Companies before the Closing Date, Sellers' Representative shall (1) prepare (or cause to be prepared) and provide Buyer with a copy of such Tax Return within a reasonable period of time after the filing of such Tax Return (taking into account any applicable extensions with such period to be no less than thirty (30) calendar days with respect to an income Tax Return), and (2) timely file or cause to be filed such Tax Return with the relevant Taxing Authority and pay all Taxes reflected as due on such Tax Return.

(B) In the case of any material Pre-Closing Tax Return that is required to be filed by the Acquired Companies after the Closing Date, Sellers' Representative shall (1) prepare (or cause to be prepared) and present each such Tax Return to Buyer for Buyer's review and approval within a reasonable period of time prior to the filing of such Tax Return (taking into account and applicable extensions with such period to be no less than thirty (30) calendar days with respect to an income Tax Return), and (2) timely file or cause to be filed such Tax Return with the relevant Taxing Authority. The filing of any Tax Return of any Acquired Company by Seller pursuant to this Section 8.03(a)(i)(B) that requires the signature of Buyer or any of its Affiliates (including any Acquired Company) also shall be subject to Buyer's written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(C) If Buyer delivers an objection to Sellers' Representative with respect to any Pre-Closing Tax Return reflected in this Section 8.03(a)(i)(B) within ten (10) calendar days after receipt thereof, the parties shall negotiate in good faith for a period of seven (7) calendar days to resolve any such dispute. If (i) the parties reach agreement on all disputed items or (ii) if the parties are unable to reach agreement but the disputed items are not described in the immediately succeeding sentence (i.e., unless the disputed items are items that are expected to have a material adverse effect on the Tax liabilities of the Acquired Companies for any Post-Closing Tax Period), then Buyer shall timely file or cause to be timely filed such Tax Return with the relevant Taxing Authority in the form agreed by Sellers' Representative in writing. To the extent the parties are unable reach an agreement to resolve any dispute during such seven day period and the disputed items are reasonably expected to have a material adverse effect on the Tax liabilities of the Acquired Companies for any Post-Closing Tax Period, the parties shall submit such dispute to the Tax Matters Accounting Arbitrator in accordance with the procedures set forth in Section 8.03(a)(ii) no later than ten (10) calendar days after the date of Buyer's delivery of an objection to Seller.

(ii) Buyer shall prepare, or cause to be prepared, all Tax Returns required to be filed by or on behalf of the Acquired Companies for any Straddle Period (the " Straddle Period Tax Returns ") on a basis consistent with the past practices of the Acquired Companies, unless a different position is required by applicable Law or agreed by the parties in writing. With respect to any such Tax Return, Buyer shall deliver to Sellers' Representative for review and comment at least thirty (30) calendar days prior to the due date for the filing of such Tax Return (taking into account any applicable extensions), a statement setting forth the amount of Tax for which Sellers' Representative is responsible pursuant to Section 8.03(d) and a copy of such Tax Return, together with any additional information that Sellers' Representative may reasonably request. Sellers' Representative shall deliver written notice to Buyer within ten (10) calendar days after Sellers' Representative's receipt of such statement and Tax Return either accepting or objecting to such statement or Tax Return. If Sellers' Representative shall not have delivered such written notice within such ten (10)-day period, Sellers' Representative shall be deemed to have agreed to such statement and Tax Return and Buyer shall timely file or cause to be filed such Tax Return in such accepted form with the relevant Taxing Authority. If Sellers' Representative objects to such statement or Tax Return in accordance with the immediately preceding sentence, Buyer and Sellers' Representative shall attempt to resolve their differences by good faith negotiation to agree on such statement and Tax Return. If Buyer and Sellers' Representative are unable to agree on such statement and Tax Return within seven (7) calendar days after delivery of Sellers' Representative's objection to such statement and Tax Return in accordance with the immediately preceding sentence, Buyer and Sellers' Representative shall jointly request that an independent accounting firm mutually agreed upon by Buyer and Sellers' Representative (" Tax Matters Accounting Arbitrator ") make a determination in resolution of any issue in dispute as promptly as possible. The determinations of the Tax Matters Accounting Arbitrator shall be final, binding and conclusive and Buyer shall timely file or cause to be filed the Straddle Period Tax Return in accordance with such determinations with the relevant Taxing Authority. The dispute resolution under this Section 8.03(a)(ii) shall constitute arbitration under rules of the American Arbitration Association (for domestic disputes) or the International Centre for Dispute Resolution (for international disputes). The Tax Matters Accounting Arbitrator will determine the allocation of the cost of its review and report for each party based on the inverse of the percentage represented by the quotient of (i) the Tax Matters Accounting Arbitrator's determination (before such allocation) successfully awarded to such party, over (ii) the total amount of the total items in dispute as originally submitted to the Tax Matters Accounting Arbitrator. For example, should the items in dispute total One Thousand Dollars ($1,000) and the Tax Matters Accounting Arbitrator awards Six Hundred Dollars ($600) in favor of Sellers' Representative's position, sixty percent (60%) of the costs of the Tax Matters Accounting Arbitrator's review would

be borne by Buyer and forty percent (40%) of the costs would be borne by Sellers' Representative. Sellers' Representative and Buyer shall pay the fees and expenses of the Tax Matters Accounting Arbitrator as so allocated.

(iii) All Taxes due and payable with respect to Tax Returns described in Section 8.03 will be paid by filer, subject to reimbursement by the other party pursuant to Section 8.03(i) and Section 11.03(c) .

(iv) Notwithstanding anything to the contrary in this Agreement, Buyer and its Affiliates (including, after the Closing, the Acquired Companies) shall not without the prior written consent of Sellers' Representative take any of the following actions with respect to an Acquired Company for any Pre-Closing Tax Period (including the portion of the Straddle Period ending on the Closing Date): (a) file or amend or otherwise modify any Tax Return, or (b) extend or waive, or cause to be extended or waived, any statute of limitations or other period for the assessment of any Tax or deficiency related to any Tax or Tax Return,

(b) Transfer Taxes . All Transfer Taxes shall be borne fifty percent (50%) by Seller and fifty percent (50%) by Buyer. Each party shall use commercially reasonable efforts to cooperate with the other parties in providing any information and documentation that may be necessary to obtain any available reductions or exemptions.

(c) Refunds . Seller shall be entitled to retain, or receive prompt payment from Buyer or any of Buyer's Subsidiaries or Affiliates (including the Acquired Companies from and after the Closing) with respect to, any refund, credit, offset or other similar benefit received or realized with respect to Taxes attributable to the Acquired Companies for any Pre-Closing Tax Period, including any such amounts arising by reason of Tax Returns or amended Tax Returns filed after the Closing Date. In connection with the foregoing, if Sellers' Representative determines that any of the Acquired Companies is entitled to file or make a formal or informal claim for a refund of Taxes (including by filing an amended Tax Return) with respect to a Pre-Closing Tax Period, Sellers' Representative shall be entitled, at Sellers' Representative's expense, to file or make, or to request that Buyer cause the Acquired Companies to file or make, such formal or informal claim for refund, and Sellers' Representative shall be entitled to control the prosecution of such claim for refund subject to Buyer's right to participate, at Buyer's expense, in any such formal or informal claim or Tax Proceeding relating to a claim for refund (other than any such claims or Tax Proceedings relating solely to Pass-through Tax Returns). Buyer will cooperate, and cause the Acquired Companies to cooperate, with respect to such claim for refund, and will pay, or cause the Acquired Companies to pay, to Seller the amount (including interest) of any related refund, credit, offset or other similar benefit received or realized by Buyer or any Affiliate thereof (including the Acquired Companies), within five (5) calendar days of receipt (or realization) thereof, and net of any (i) unreimbursed costs incurred by Buyer and its Affiliates in respect of such refund, credit, offset or other similar benefit; and (ii) any Taxes imposed on Buyer in respect of any such refund. Buyer and the Acquired Companies shall be entitled to retain any refund, credit, offset or other similar benefit received or realized with respect to Taxes attributable to the Acquired Companies for a Tax period beginning after the Closing Date. Buyer and Sellers' Representative shall equitably apportion any refund, credit, offset or other similar benefit received or realized with respect to Taxes attributable to the Acquired Companies for a Straddle Period in a manner consistent with the principles set forth in Section 8.03(d) . Any payment between Buyer or any of its Subsidiaries or Affiliates (including the Acquired Companies from and after the Closing), on the one hand, and Seller and its Affiliates, on the other hand, under this Section 8.03(c) shall be treated as an adjustment to the Purchase Price for Tax purposes unless there is no reasonable basis for doing so under the applicable Tax Law. Notwithstanding anything to the contrary in this Section 8.03(c) , Buyer shall under no circumstances be required to cooperate with Sellers' Representative or file any claim for refund requested by Sellers' Representative with respect to a claim that (i) is not more-likely-than-not correct or (ii) would reasonably be expected to expose Buyer or any of its Affiliates to increased Taxes (that would not be indemnified by the Selling Parties or offset against any such refund pursuant to the terms of this Section 8.03(c)) for any Post-Closing Tax Period.

(d) Straddle Periods . In the case of any Straddle Period, Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period, in the case of (i) Taxes imposed on a periodic basis (such as real, personal and intangible property Taxes) on a daily pro rata basis; and (ii) other Taxes, as if the relevant taxable period ended as of the close of business on the Closing Date and, in the case of any such Taxes attributable to the ownership of any equity interest in a partnership, other "flowthrough" entity or "controlled foreign corporation" (within the meaning of Section 957(a) of the Code or any comparable state, local or foreign Law), as if the taxable period of such partnership, other "flowthrough" entity or controlled foreign corporation ended as of the close of business on the Closing Date (whether or not such taxes arise in a Straddle Period of the applicable owner). Seller shall be responsible pursuant to Section 8.03(i) for Straddle Period Taxes allocable to the Pre-Closing Tax Period and Buyer shall be responsible for Straddle Period Taxes allocable to the Post-Closing Tax Period.

(e) Tax Contests . (i) Buyer shall notify Sellers' Representative within ten (10) business days of receiving notice of a Tax Proceeding relating to a Pre-Closing Tax Period with respect to the Acquired Companies. Such notice shall contain, with respect to each Tax Proceeding, such facts and information as are then reasonably available, including any written correspondence from or to the relevant Taxing Authority. With respect to any such Tax Proceeding relating solely to a Pre-Closing Tax Period,

Sellers' Representative may choose in its sole discretion (at its expense) to control any such proceeding, subject to Buyer's right to participate (at its expense and by employing counsel of its choosing) in such proceeding and, if such compromise or settlement would reasonably be expected to have a material adverse effect on a Tax liability of the Acquired Companies for a Post-Closing Tax Period, then Sellers' Representative shall not compromise or settle any such dispute without first obtaining the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(ii) With respect to any Tax Proceeding relating solely to Pass-through Tax Returns, Sellers' Representative shall have the right to exclusively control any such proceeding and make all decisions in connection therewith. Except as provided in this Section 8.03(e)(i) , Buyer shall control all proceedings with respect to Taxes of the Acquired Companies including any Tax Proceeding described in Section 8.03(e)(i) for which Sellers' Representative chooses not to control.

(iii) Buyer, the Acquired Companies and each of their respective Affiliates, on the one hand, and the Selling Parties and their respective Affiliates and Sellers' Representative, on the other hand, shall cooperate with respect to any Tax Proceeding, which cooperation shall include the retention and, upon request, the provision to the requesting party of records and information which are reasonably relevant to such Tax Proceeding, and making employees available on a mutually convenient basis to provide additional information or explanation of any material provided hereunder or to testify at proceedings relating to such Tax Proceeding. Buyer and the Selling Parties shall execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this Section 8.03(e) .

(f) Purchase Price Allocation .

(i) Buyer shall prepare and deliver to Sellers' Representative a draft schedule allocating the Purchase Price (and any other relevant items such as assumed liabilities) among the assets of the Acquired Companies (the " Purchase Price Allocation Schedule ") within thirty (30) calendar days after the Adjustment Statement becomes final and binding on the parties pursuant to Section 2.04(b) or (c) . The Purchase Price Allocation Schedule and any other form or document prepared or provided by Buyer pursuant to this Section 8.03(f) shall be reasonable and shall be prepared in accordance with applicable Tax Law, including Section 1060 of the Code and the Treasury Regulations thereunder. Sellers' Representative and Buyer agree to consult and resolve in good faith any dispute regarding the Purchase Price Allocation Schedule. In the event Sellers' Representative and Buyer are unable to resolve any dispute within thirty (30) calendar days following the delivery of the Purchase Price Allocation Schedule to Sellers' Representative, no party shall be bound by the Purchase Price Allocation Schedule or required to file any Tax Return consistently with such allocation. In the event the parties agree to the Purchase Price Allocation Schedule, then the parties agree (and agree to cause their Affiliates) to file Tax Returns and take Tax positions in a manner consistent with the Purchase Price Allocation Schedule.

(g) Miscellaneous .

(i) Buyer shall not, and shall not cause or permit any Affiliate (including any Acquired Company) to, take any action on the Closing Date other than in the ordinary course of business except (A) as required by this Agreement or applicable Law, (B) with Seller's consent, such consent not to be unreasonably withheld, conditioned or delayed or (C) to the extent such action does not increase by $50,000 or more in the aggregate any Tax liability or reduce any Tax attribute for Seller or an Acquired Company in a Pre-Closing Tax Period.

(ii) Without the prior written consent of the Sellers' Representative, such consent not to be unreasonably withheld, conditioned or delayed, Buyer shall not take any of the following actions with respect to a Pre-Closing Tax Period of an Acquired Company if such action would reasonably be expected to give rise to a Seller Tax indemnity obligation under Section 8.03(i) or increase by $50,000 or more in the aggregate the Tax liabilities or materially reduce the Tax assets of a Selling Party or their Affiliates: (A) make or change any election with respect to Taxes; or (B) initiate a voluntary compliance program with any Taxing Authority.

(iii) Each of Buyer and the Selling Parties shall provide the other with such information and records, and make such of each of its respective Representatives available and provide such other assistance, as in each case may reasonably be requested by such other party in connection with the preparation or filing of any Tax Return of the Acquired Companies for any Pre-Closing Tax Period or Straddle Period.

(iv) Transaction Tax Deductions shall to the greatest extent permissible under Law be allocated to a Pre-Closing Tax Period (or portion thereof) of the Acquired Companies.

(h) Defense of S Corporation Status . At the request of Buyer or the Selling Parties, Sellers' Representative, on behalf of the Selling Parties, and at Seller's expense shall take all steps reasonably necessary to defend the status of the Company as an S corporation or qualified subchapter S subsidiary within the meaning of Section 1361 of the Code for all tax years subsequent to

the date it elected such status and ending on or before the date immediately preceding the date of the LLC Conversion and to cure any inadvertent termination of the Company's status as an S corporation or qualified subchapter S subsidiary as of any date prior to the date immediately preceding the date of the LLC Conversion. Such steps will include, without limitation, the provision of reasonable consents pursuant to Treasury Regulation Section 1.1362-4(e); provided , however , that Buyer and its Affiliates, including the Acquired Companies shall cooperate with the Selling Parties in connection with the foregoing. Such cooperation shall include the retention and, upon request, the provision to Sellers' Representative of records and information which are reasonably relevant to defending the status of the Company as an S corporation or qualified subchapter S subsidiary and to curing any inadvertent termination such status for any Pre-Closing Tax Period, and making employees available on a mutually convenient basis to provide additional information or explanation of any material provided hereunder. Buyer shall execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this Section 8.03(h) .

(i) Tax Indemnity . From and after the Closing, the Selling Parties shall, jointly and severally, indemnify and hold harmless the Buyer Indemnitees against and from (i) any Taxes imposed on or with respect to the Acquired Companies for all Pre-Closing Tax Periods (including, for the avoidance of doubt, Taxes allocable to the portion of any Straddle Period ending on the Closing Date in accordance with Section 8.03(d)); (ii) any breach or inaccuracy of a representation or warranty set forth in Section 4.17 (Taxes) without giving effect to any qualifications as to materiality or similar qualifications contained in such representations and warranties solely for purposes of determining the amount of Damages resulting from any inaccuracy or breach of such representations and warranties (but not, for the avoidance of doubt, for purposes of determining whether any inaccuracy or breach of such representations and warranties has occurred); (iii) any Taxes imposed on the Acquired Companies as a result of any of the Acquired Companies being a member of a combined or unitary group prior to the Closing or Taxes imposed on the Acquired Companies as a transferee, successor, by Contract or pursuant to any Law which Taxes relate to an event or transaction occurring before the Closing Date; (iv) the Transfer Taxes for which Seller is liable as set forth in Section 8.03(b) ; (v) any payments required to be made after the Closing Date under any Tax sharing, Tax indemnity, Tax allocation or similar Contracts (other than a Contract, such as a Lease, the primary purpose of which does not relate to Taxes) to which any Acquired Company was obligated, or was a party, prior to the Closing; or (vi) any Taxes of the Acquired Companies or Seller (other than Transfer Taxes) arising as a result of the sale of the Transferred Equity Interests being treated as a taxable sale of assets rather than a taxable sale of stock or limited liability company interests for federal income and applicable state income Tax purposes. The obligations of the Selling Parties pursuant to this Section 8.03(i) shall survive until sixty (60) calendar days after the expiration of the applicable statute of limitations.

(j) Restructuring . The Selling Parties and the Company will have effected the Restructuring prior to Closing, including having effected the LLC Conversion on the business day preceding the Closing Date.

SECTION 7.04 D&O Policy . At or prior to Closing, the Company shall and Seller shall cause the Company to obtain a "tail" prepaid directors' and officers' insurance policy(ies) (the "D &O Tail Policy ") covering each individual who on or prior to the Closing Date was a director, officer, or employee of any Acquired Company with a claims period of six years from the Closing Date with at least the same coverage and amounts, and containing terms and conditions that are not less advantageous to the directors and officers of the Acquired Companies, in each case with respect to claims arising out of or relating to events which occurred on or prior to the Closing Date (including in connection with the Transactions). Buyer and Seller shall each be responsible for fifty percent (50%) of the fees, costs and expenses incurred in connection with obtaining the D&O Tail Policy.

SECTION 7.05 Ancillary Agreements . At the Closing, Buyer, each Selling Party and Sellers' Representative, as applicable, shall enter into, execute and deliver the Ancillary Agreements necessary to fully effect the Transactions.

SECTION 7.06 Further Assurances . If at any time after the Closing any further action is necessary or desirable to fully effect the Transactions, each of the parties shall take such further action (including the execution and delivery of such further instruments and documents including Intellectual Property assignment agreements) as any other party may reasonably request.

SECTION 7.07 Selling Parties' Release . As of the Closing, Sellers' Guarantor and each Selling Party, on behalf of itself and its heirs, executors, administrators, agents, successors, assigns and Affiliates (other than the Acquired Companies), irrevocably and unconditionally waives and releases any and all rights with respect to, and releases, forever acquits and discharges the Acquired Companies and their present and future directors, officers, employees, agents and other representatives, and their respective heirs, executors, administrators, successors and assigns (the " Buyer Released Parties ") with respect to, any and all claims, demands, charges, complaints, obligations, causes of action, suits, liabilities, indebtedness, sums of money, covenants, agreements, instruments, contracts (written or oral, express or implied), controversies, promises, acts, omissions, fees, expenses (including attorneys' fees, costs and expenses), damages and judgments, at law or in equity, in contract or tort, in the United States, state, foreign or other judicial, administrative, arbitration or other proceedings, of any nature whatsoever, known or unknown, suspected or unsuspected, previously, now or hereafter arising, in each case which arise out of, are based upon or are connected with facts or events occurring or in existence on or prior to the Closing, relating to the Acquired Companies or such Selling Party's direct or indirect ownership interest therein (the " Seller Released Claims "); provided , however , that in no event shall the foregoing

release apply with respect to (a) any obligations of any Buyer Released Party set forth in this Agreement (including the indemnification obligations set forth in Article XI) or in any Ancillary Agreement to which such Selling Party or Sellers' Guarantor is a party, subject to the limitations and conditions provided in this Agreement or such Ancillary Agreement to which such Selling Party or Sellers' Guarantor is a party or (b) the indemnification or similar obligations of the Acquired Companies to Sellers' Guarantor in his capacity as director or officer under the Company's articles of incorporation or bylaws as in effect on the date of this Agreement or under applicable Law. Sellers' Guarantor and each Selling Party represents and warrants that it has not assigned or otherwise transferred any right or interest in or to any of the Seller Released Claims. SELLERS' GUARANTOR AND EACH SELLING PARTY FURTHER ACKNOWLEDGES THAT IT IS AWARE THAT STATUTES EXIST THAT RENDER NULL AND VOID RELEASES AND DISCHARGES OF ANY CLAIMS, RIGHTS, DEMANDS, LIABILITIES, ACTIONS OR CAUSES OF ACTION THAT ARE UNKNOWN TO THE RELEASING OR DISCHARGING PARTY AT THE TIME OF EXECUTION OF THE RELEASE AND DISCHARGE. SELLERS' GUARANTOR AND EACH SELLING PARTY HEREBY EXPRESSLY WAIVES, SURRENDERS AND AGREES TO FOREGO ANY PROTECTION TO WHICH SUCH PARTY WOULD OTHERWISE BE ENTITLED BY VIRTUE OF THE EXISTENCE OF ANY SUCH STATUTE IN ANY JURISDICTION.

ARTICLE VIII

Employees

SECTION 8.01 Employee Benefits Matters .

(a) Each employee of the Acquired Companies who remains in service following the Closing shall be referred to herein as a " Continuing Employee ". With respect to each Continuing Employee, for the period following the Closing Date through December 31, 2018 (or such lesser period as such Continuing Employee remains employed) (such period, the " Benefits Continuation Period "), Buyer and its Affiliates shall (or shall cause any other Person providing compensation and benefits on their behalf to) provide to each such Continuing Employee (i) no less favorable base salary or wage rates, as applicable, than the base salary or wage rates (but excluding any incentive opportunities) provided by Acquired Companies immediately prior to the Closing, and (ii) employee benefits under plans, programs and arrangements that will provide benefits (excluding any defined benefit pension, employer discretionary retirement plan contributions, retiree welfare, incentive, equity or transaction-based compensation or benefits) to such Continuing Employee that are either (A) substantially comparable in the aggregate to the employee benefits provided by the Acquired Companies immediately prior to the Closing (excluding any defined benefit pension, employer discretionary retirement plan contributions, retiree welfare, equity, or transaction-based compensation or benefits) or (B) generally made available to other similarly situated employees of Buyer and its Affiliates. Notwithstanding the foregoing, nothing contemplated by this Agreement shall be construed as requiring either Buyer or any of its Affiliates to continue the employment of any employee of the Acquired Companies for any period after the Closing Date.

(b) With respect to each Continuing Employee, effective from and after the Closing Date, Buyer and its Affiliates shall (i) recognize, for all purposes (other than benefit accrual under a defined benefit pension plan) under all plans, programs and arrangements established or maintained by Buyer or its Affiliates for the benefit of such Continuing Employees, service with the Acquired Companies prior to the Closing to the extent such service was recognized under a corresponding Employee Benefit Plan covering such Continuing Employee, including for purposes of eligibility, vesting and benefit levels and accruals (other than benefit accrual under a defined benefit pension plan), in each case, except where it would result in a duplication of benefits or result in the loss of tax advantaged status, (ii) use commercially reasonably efforts to waive any pre-existing condition exclusion, actively-at-work requirement or waiting period under all employee health and other welfare benefit plans established or maintained by Buyer or its Affiliates for the benefit of the Continuing Employees, except to the extent such pre-existing condition, exclusion, requirement or waiting period would have applied to such individual under the corresponding Employee Benefit Plan and (iii) use commercially reasonably efforts to provide full credit for any co-payments, deductibles or similar payments made or incurred prior to the Closing for the plan year in which the Closing occurs.

(c) With respect to each Continuing Employee terminated during the Benefits Continuation Period (other than for cause, as reasonably determined by Buyer or any of its Affiliates), Buyer or its Affiliates shall provide severance or termination benefits to each such Continuing Employee as set forth on Schedule 9.01(c) .

(d) If requested by Buyer in writing delivered to the Company not less than five (5) business days before the anticipated Closing Date, the Company Board of Directors shall adopt resolutions and take such corporate action as is reasonably necessary to terminate the Company's 401(k) plans, effective as of the day prior to the Closing Date.

(e) The Company shall prior to the Closing Date offer retention bonus agreements in the amounts and to the employees of the Company identified in Exhibit C, and in the form included in Exhibit C (the " Retention Bonus Agreements ").

Such Retention Bonus Agreements shall cover an aggregate amount of retention bonus payments (exclusive of Employer Payroll Taxes) which do not exceed the Retention Bonus Amount. Following the final earning date for such retention bonuses as set forth in the Retention Bonus Agreements, any portion of the Retention Bonus Amount (exclusive of Employer Payroll Taxes), which is not earned by participants pursuant to such Retention Bonus Agreements shall be paid by Buyer to Seller within ten (10) days of such final earning date.

(f) The provisions contained in this Agreement are included for the sole benefit of the respective parties hereto and shall not create any right in any other Person, including any employee (or dependent or beneficiary of any of the foregoing). Nothing herein shall be deemed an amendment of any plan providing benefits to any employee of the Acquired Companies, Buyer or any of their respective Affiliates or shall guarantee any individual employment for any period after the Closing.

ARTICLE IX

Termination

SECTION 9.01 Termination . This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of Sellers' Representative and Buyer;

(b) by Sellers' Representative or by Buyer:

(i) if the Closing has not occurred on or before June 22, 2018; or

(ii) if any Legal Impediment shall be in effect and shall have become final and non-appealable;

(c) by Sellers' Representative, if Buyer breaches or fails to perform any of its representations, warranties, covenants or agreements contained in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 6.02 and (ii) cannot be cured or has not been cured within thirty (30) calendar days following receipt by Buyer of written notice of such breach or failure to perform; and

(d) by Buyer, if Selling Parties or the Company breach or fail to perform any of their representations, warranties, covenants or agreements contained in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 6.01 and (ii) cannot be cured or has not been cured within thirty (30) calendar days following receipt by Sellers' Representative of written notice of such breach or failure to perform,

(e) unless, in the case of clauses (b), (c) and (d) of this Section 10.01 , the party seeking to terminate this Agreement is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

SECTION 9.02 Procedure for Termination . In the event of the termination of this Agreement pursuant to Section 10.01 , written notice thereof shall be given by the terminating party to the other party, and this Agreement shall terminate, and the Transactions shall be abandoned without further action by either of the parties.

SECTION 9.03 Effect of Termination . If this Agreement is terminated pursuant to this Article X , it will become void and of no further force and effect, with no Liability on the part of any party to this Agreement, except that the provisions of this Section 10.03 , Section 7.02 and Article XII will survive any termination of this Agreement and the parties will continue to be bound by the Confidentiality Agreement in accordance with its terms; provided , however , that nothing herein shall relieve any party from Liability for Damages incurred or suffered by any other party as a result of any fraud, willful misconduct or material breach of this Agreement prior to such termination.

ARTICLE X

Indemnification

SECTION 10.01 Survival . All representations and warranties contained in this Agreement and the Government Contract Matters, and any Claim with respect thereto, shall survive the Closing until the date that is twenty-four (24) months after the Closing Date (the " Expiration Date "), and shall then expire and be of no force or effect; provided , however , that the representations and warranties set forth in Section 4.17 (Taxes), the Company Fundamental Representations and the Seller Fundamental Representations shall survive the Closing until sixty (60) calendar days following the expiration of the applicable statute of limitations. The covenants and agreements in that by their nature are required to be performed by or prior to the Closing, and any Claim with respect thereto, shall survive the Closing until the Expiration Date and shall then expire and be of no force or

effect. All other covenants and agreements contained in this Agreement shall survive the Closing until sixty (60) calendar days following the expiration of the applicable statute of limitations. Notwithstanding anything herein to the contrary, any representation, warranty or covenant that is the subject of any Claim with respect to which notice is delivered by the Indemnified Party to the Indemnifying Party prior to the expiration of the applicable survival period set forth in this Section 11.01 shall survive with respect to such Claim until such Claim is fully and finally resolved.

SECTION 10.02 Indemnification by Selling Parties . In addition to the indemnification set forth in Section 8.03 , from and after the Closing:

(a) Selling Parties shall, jointly and severally, indemnify and hold harmless the Buyer Indemnitees against and from any and all Damages that any Buyer Indemnitee may incur or suffer to the extent such Damages arise out of or result from (i) the breach of any representation or warranty made by Selling Parties and the Company in Article IV (or any certificate delivered by the Company pursuant to this Agreement), (ii) the breach by the Company or Sellers' Guarantor prior to the Closing of any covenant or agreement of the Company contained in this Agreement, (iii) any Indebtedness of the Acquired Companies or Unpaid Company Transaction Expenses to the extent not paid prior to the Closing (provided that (x) in no event shall Selling Parties have any indemnification obligation pursuant to this Section 11.02(a)(iii) or otherwise in this Section 11.02 or in Section 8.03 with respect to any amount taken into account in determining any adjustment to the Purchase Price pursuant to Article II and (y) the indemnification obligation of Selling Parties pursuant to Section 11.02(a)(iii) shall expire and be of no further force or effect on the Expiration Date), (iv) the Government Contract Matters, and (v) Selling Parties' share of Transfer Taxes set forth in Section 8.03(b) .

(b) Selling Parties shall, jointly and severally, indemnify and hold harmless the Buyer Indemnitees against and from any and all Damages that any Buyer Indemnitee may incur or suffer to the extent such Damages arise out of or result from (i) the breach of any representation or warranty made by such Selling Party in this Agreement, including in Article III (or any certificate delivered by such Selling Party pursuant to this Agreement) or (ii) the breach by such Selling Party or Sellers' Representative of any covenant or agreement of such Selling Party or Sellers' Representative contained in this Agreement.

SECTION 10.03 Indemnification by Buyer . From and after the Closing, Buyer shall indemnify and hold harmless the Seller Indemnitees against and from any and all Damages that any Seller Indemnitee may incur or suffer to the extent such Damages arise out of or result from (a) the breach of any representation or warranty made by Buyer in this Agreement (or any certificate delivered by Buyer pursuant to this Agreement), (b) the breach by Buyer of any covenant or agreement of Buyer contained in this Agreement, or (c) any Taxes of the Acquired Companies for any Post-Closing Tax Period and Buyer's share of Transfer Taxes set forth in Section 8.03(b) .

SECTION 10.04 Scope of Liability . The rights of the Indemnitees to indemnification pursuant to the provisions of this Article XI are subject to the following:

(a) Indemnification shall be available to the Buyer Indemnitees under Section 11.02(a)(i) , and Section 11.02(b)(i) or the Seller Indemnitees under Section 11.03(a) (as applicable) only to the extent the aggregate amount of Damages otherwise due to the Buyer Indemnitees or the Seller Indemnitees, respectively, for all Claims under Section 11.02(a)(i) , Section 11.02(b)(i) or Section 11.03(a) (as applicable) for such indemnification exceeds Two Million Dollars ($2,000,000) (the " Deductible "), and then indemnification shall be available to the Buyer Indemnitees or the Seller Indemnitees, respectively, only for the amount of indemnifiable Damages in excess of the Deductible. The Selling Parties aggregate maximum Liability to Buyer Indemnitees for all Claims under Section 11.02(a)(i) , Section 11.02(a)(iv), and Section 11.02(b)(i) , and Buyer's aggregate maximum Liability to Seller Indemnitees for all Claims under Section 11.03(a) (as applicable), shall not exceed the amount of Thirty Million One Hundred Seventy-Five Thousand Dollars ($30,175,000) (the " Cap ") (and for the avoidance of doubt all Liability of the Selling Parties for Claims under Section 11.02(a)(i) , Section 11.02(a)(iv) , and Section 11.02(b)(i) shall be satisfied exclusively from the Indemnity Escrow Account). Neither Seller nor Buyer shall have any Liability under Section 11.02(a)(i) , Section 11.02(b)(i) or Section 11.03(a) (as applicable) for any individual item where the Damages relating thereto (aggregating the Damages arising out of or resulting from the same or related facts, events or circumstances) are less than Thirty Thousand Dollars ($30,000); provided that such items shall be aggregated and included for purposes of satisfying the Deductible. The limitations on the Selling Parties' indemnification obligations in this Section 11.04(a) shall not apply to Claims for indemnification by any Buyer Indemnitee in respect of the inaccuracy or breach of any Seller Fundamental Representation, Company Fundamental Representation or the representations and warranties set forth in Section 4.17 (Tax Matters).

(b) Solely for purposes of determining the amount of Damages resulting from any inaccuracy or breach of the representations and warranties contained in this Agreement (but not, for the avoidance of doubt, for purposes of determining whether any inaccuracy or breach of such representations and warranties has occurred), the determination shall, in each case, be made without references to the terms "material," "materially," "Material Adverse Effect," "material adverse effect" or other similar

qualifications as to materiality (including specific monetary thresholds) contained or incorporated in any such representation or warranty.

(c) Except with respect to fraud or willful misconduct, (i) the Buyer Indemnitees will not be entitled to indemnification pursuant to Section 11.02(a) , Section 11.02(b) or Section 8.03(i) for any amounts, individually or in the aggregate, in excess of the Purchase Price and (ii) the Seller Indemnitees will not be entitled to indemnification from Buyer pursuant to Section 11.03 for any amounts, individually or in the aggregate, in excess of the Purchase Price.

(d) The right of the Indemnitees to seek indemnification pursuant to this Article XI shall not be affected or deemed waived by reason of the fact that, based on any facts or circumstances known, or that should have been known, to the Selling Parties, Buyer or any other Indemnitee, including from any investigation made by or on behalf of such Indemnitee, the information provided in the Data Room or given to such Indemnitee (except, for the avoidance of doubt, any disclosure of any fact or item in any portion of the Disclosure Schedules).

(e) Notwithstanding anything to the contrary herein, the Selling Parties shall have no indemnification obligation for Damages with respect to the availability of any Tax asset or attribute of the Acquired Companies. Except in any case where Buyer obtains the consent of Seller or Sellers' Representative, as applicable, pursuant to Section 8.03(g) , the Selling Parties shall have no indemnification obligation for Damages with respect to Taxes arising from (i) any action taken by Buyer or any of its Affiliate (including any Acquired Company) after the Closing on the Closing Date other than in the ordinary course of business except as required by this Agreement or applicable Law; (ii) any election with respect to Taxes with respect to a Pre-Closing Tax Period of an Acquired Company made by the Buyer or any of its Affiliates (including, after the Closing, any Acquired Company); or (iii) any voluntary compliance program with respect to a Pre-Closing Tax Period of an Acquired Company initiated with any Taxing Authority by Buyer or any of its Affiliates (including, after the Closing, any Acquired Company).

SECTION 10.05 Claims . Any Indemnitee claiming it may be entitled to indemnification under this Article XI (the " Indemnified Party ") shall give written notice as promptly as practicable to the other party (the " Indemnifying Party ") of each Claim. Such notice shall contain, with respect to each Claim, such facts and information as are then reasonably available, including the estimated amount of Damages and the basis for indemnification hereunder. Failure to give prompt notice of a Claim hereunder shall not affect the Indemnifying Party's obligations hereunder, except to the extent the Indemnifying Party is materially prejudiced by such failure. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, as promptly as reasonably practicable following such Indemnified Party's receipt thereof, copies of all written notices and documents (including any court papers) received by such Indemnified Party relating to a third-party Claim. Notwithstanding the foregoing, Claims that are Tax Proceedings relating to a Pre-Closing Tax Period with respect to the Company shall be governed by the terms of Section 8.03(e) and not this Section 11.05 .

SECTION 10.06 Defense of Actions . Subject to the limitations set forth below in this Section 11.06 , the Indemnified Party shall permit the Indemnifying Party, at the Indemnifying Party's option and expense, to assume the defense of any Claim based on any Action or Claim by any third party within sixty (60) calendar days of receipt of notice of such Claim by the Indemnifying Party, with authority to conduct such defense, through counsel reasonably acceptable to the Indemnified Party at the expense of the Indemnifying Party, and to settle or otherwise dispose of the same and the Indemnified Party shall reasonably cooperate in such defense; provided that the Indemnifying Party shall (a) permit the Indemnified Party to participate in such defense, settlement or disposal through counsel chosen by the Indemnified Party (provided that the fees and expenses of such counsel shall be paid by such Indemnified Party) and (b) not, in defense of any such Claim, except with the prior written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed), consent to the entry of any Judgment or enter into any settlement which (i) provides for any relief other than the payment of monetary damages, (ii) does not include as an unconditional term thereof the giving by the third-party claimant to the Indemnified Party of a release from all Liability in respect thereof or (iii) includes any admission of wrongdoing or misconduct by the Indemnified Party. If the Indemnifying Party elects to assume the defense of any third-party Claim, the Indemnifying Party shall not enter into any settlement of such Claim for the payment of monetary damages unless (A) the Indemnified Party consents in writing to such settlement (not to be unreasonably withheld, conditioned or delayed) or (B) the Indemnifying Party confirms in writing to the Indemnified Party that the Indemnifying Party will be responsible for indemnifying the Indemnified Party for the Damages resulting from such Claim, to the extent provided in (and subject to the parameters of) this Article XI . The Indemnifying Party shall not be entitled to assume the defense of any third-party Claim without the consent of the Indemnified Party if such third-party Claim (x) seeks an injunction or other equitable or non-monetary relief against the Indemnified Party (other than equitable or non-monetary relief that is incidental to monetary damages as the primary relief sought) and not also against the Indemnifying Party or (y) is related to or otherwise arises in connection with any criminal matter, in which case the Indemnified Party shall allow the Indemnifying Party a reasonable opportunity to participate in such defense with its own counsel and at its own expense. As to those third-party Actions or claims with respect to which the Indemnifying Party does not elect to assume control of the defense, the Indemnified Party will afford the Indemnifying Party an opportunity to participate in such defense, at its cost and expense, and will obtain the consent of the Indemnifying Party prior to

settling or otherwise disposing of any of the same (not to be unreasonably withheld, conditioned or delayed). Notwithstanding an election by the Indemnifying Party to assume the defense of any third-party Claim, the Indemnified Party shall have the right to employ one separate co-counsel and to participate in the defense in such action or proceeding, and the Indemnifying Party shall bear the reasonable fees, costs and expenses of such separate counsel, if, based on advice from counsel, there exists any actual or potential conflict of interest between the Indemnified Party and the Indemnifying Party in connection with the defense of the third-party Claim. The Indemnified Party and the Indemnifying Party and their respective counsel shall cooperate in the defense of any third-party Claim subject to this Article XI and keep each other informed of all significant developments relating to any such third-party Claim, and provide copies of all relevant correspondence.

SECTION 10.07 Satisfaction of Claims.

(a) After any final decision, judgment or award shall have been rendered by a Governmental Entity of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a settlement shall have been consummated, or the Indemnified Party and the Indemnifying Party shall have reached an agreement, in each case with respect to any Claim under this Article XI or Section 8.03 , subject to Section 11.07(b) , the Indemnified Party shall forward to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such Claim and the Indemnifying Party shall pay all of such remaining sums so due and owing to the Indemnified Party by wire transfer of immediately available funds within five (5) business days after the date of such notice; provided that , in the case of a Claim pursuant to Section 11.02 or Section 8.03 for which any amounts due and owing with respect to such Claim shall be paid from funds in the Indemnity Escrow Account pursuant to Section 11.07(b) , Buyer and Sellers' Representative shall promptly instruct the Escrow Agent to deliver to Buyer the amount that Buyer is entitled to receive with respect to such outstanding Claim.

(b) Any Claim by a Buyer Indemnitee subject to indemnification pursuant to Section 11.02 shall be paid as follows and in the following order: (i) first, from the Indemnity Escrow Account, to the extent of the funds then remaining in the Indemnity Escrow Account, and (ii) second, with respect to any Claim pursuant to Section 11.02(a) or Section 11.02(b) , directly by the Selling Parties; provided that in the case of the foregoing subsection (ii), for the avoidance of doubt, once the funds in the Indemnity Escrow Account are exhausted the Buyer Indemnitees shall have no further recourse against the Selling Parties or Sellers' Guarantor (i.e., the Indemnity Escrow Account shall be the exclusive source of recovery) with respect to Claims for indemnification pursuant to Sections 11.02(a)(i) , Section 11.02(a)(iv) or 11.02(b)(i), except with respect to the breach of any Seller Fundamental Representation, Company Fundamental Representation or the representations and warranties set forth in Section 4.17 (Tax Matters). For the avoidance of doubt, any Buyer Indemnitee shall be entitled to recourse directly against the Selling Parties for (i) breaches of any representations and warranties in Section 4.17 , and (ii) for any indemnification pursuant to Section 8.03(i) .

SECTION 10.08 Limitation, Exclusivity, No Duplicate Recovery.

(a) Except to the extent prohibited by Law, upon and after becoming aware of any event which could reasonably be expected to give rise to any indemnifiable Damages hereunder, the Indemnified Party shall take and cause its Affiliates to take, or cooperate with the Indemnifying Party if so requested by the Indemnifying Party in order to take, all commercially reasonable measures to mitigate the indemnifiable Damages based upon, arising out of or incurred as a result of such event. The reasonable costs and expenses of mitigation hereunder shall constitute indemnifiable Damages under this Agreement. In the event any Damages incurred by a Buyer Indemnitee are, to the knowledge of Buyer, reasonably covered by insurance, Buyer shall and shall cause any Buyer Indemnitee to agree to use commercially reasonable efforts to submit a timely claim to the applicable insurance carrier; provided, however , that no Buyer Indemnitee shall be required to commence or engage in litigation or initiate any other Action against any insurance carrier.

(b) From and after Closing, no Claim shall be made unless the Indemnified Party shall have given written notice of such Claim to the Indemnifying Party, prior to the date set forth in Section 11.01 for such Claim. Subject to Section 12.17 or in the event of fraud or willful misconduct, from and after Closing, this Article XI and Section 8.03 provide the exclusive means by which a party may assert claims of any nature whatsoever relating to the Transactions (other than disputes related to the Purchase Price Adjustment, which shall be governed by the terms of Section 2.04 and disputes related to the Listed Matters Amount, which shall be governed by the terms of Section 2.10), including any breach of any representation, warranty, covenant or agreement contained in this Agreement or any certificate delivered pursuant hereto. Each party hereby waives and releases any other remedies or claims (including any rights of contribution or indemnification) that it may have against each other party (or any of its Affiliates) with respect to the matters arising out of or in connection with this Agreement or relating to the Transactions, except that any limitations herein shall not apply (i) to the remedies of injunctive relief or specific performance set forth herein; (ii) in the event of fraud or willful misconduct, as to which the parties shall have all remedies available at Law or in equity; (iii) with respect to the covenants and agreements that by their respective terms anticipate performance following the Closing Date; and (iv) as otherwise expressly provided in this Agreement (including in Sections 8.03 and 10.01) or any Ancillary Agreements.

(c) For the avoidance of doubt, no Buyer Indemnitee or Seller Indemnitee shall have any right to indemnification under this Article XI for any Damages to the extent that a Buyer Indemnitee or Seller Indemnitee, as applicable, previously obtained indemnification under this Article XI for such Damages, and in no event shall any party hereto be indemnified under different provisions of this Agreement for Damages that have already been paid or otherwise taken into account under this Agreement, including, with respect to any matter that is reflected in the calculation of Final Closing Date Net Working Capital or any adjustment to the Purchase Price pursuant to Section 2.03, Section 2.04 or Section 2.10 .

SECTION 10.09 Calculation of Damages . Except as otherwise provided in this Article XI , in any case where the Indemnified Party subsequently recovers from third parties any amount in respect of a matter with respect to which an Indemnifying Party has indemnified it pursuant to this Article XI , such Indemnified Party shall promptly pay over to the Indemnifying Party the amount so recovered (after deducting therefrom the full amount of the expenses incurred by it in procuring such recovery and the related increase in insurance premium) but not in excess of any amount previously so paid by the Indemnifying Party to or on behalf of the Indemnified Party in respect of such matter. The computation of the amount of any indemnity payment required to be made to any Buyer Indemnitee pursuant to this Agreement shall be reduced by the amount of the Tax Benefit resulting from the incurrence of the liability giving rise to the Damages at issue, if any, actually realized by the Buyer Indemnitee in the year such Liability is incurred or in the immediately succeeding year. If the Buyer Indemnitee receives a Tax Benefit after an indemnification payment is made to it, the Buyer Indemnitee shall promptly pay to Seller the amount of such Tax Benefit at such time or times as and to the extent that such Tax Benefit is actually realized by the Buyer Indemnitee. If and to the extent all or any portion of any Tax Benefit that (a) was used to reduce the Damages otherwise payable to the Buyer Indemnitee or (b) was paid over to Seller pursuant to this Section 11.09 , is subsequently reduced, denied, or eliminated by the applicable Taxing Authority, Selling Parties agree to pay the amount by which the Tax Benefit was so reduced, denied, or eliminated to the Buyer Indemnitee promptly, and in any case within five (5) days of receiving written demand for such payment from the Buyer Indemnitee. For purposes hereof, " Tax Benefit " means any refund of Taxes paid or reduction in the amount of Taxes that otherwise would have been paid.

SECTION 10.10 Tax Treatment of Indemnity Payments . Any indemnity payment under this Agreement shall be treated as an adjustment to the Purchase Price for Tax purposes unless there is no reasonable basis for doing so under the applicable Tax Law. Each party shall notify the other party if it receives notice that any Taxing Authority proposes to treat any indemnification payment as other than an adjustment to the Purchase Price for Tax purposes, or if a party otherwise determines that an indemnification payment is required by applicable Tax Law to be treated as other than an adjustment to the Purchase Price for Tax purposes.

ARTICLE XI

Miscellaneous

SECTION 11.01 Sellers' Representative .

(a) By executing this Agreement, each Selling Party irrevocably authorizes and appoints Sellers' Representative as such Selling Party's representative and attorney-in-fact to act on behalf of such Person with respect to this Agreement and the Escrow Agreement and to take any and all actions and make any decisions required or permitted to be taken by Sellers' Representative pursuant to this Agreement or the Escrow Agreement, including the exercise of the power to: (i) give and receive notices and communications; (ii) authorize delivery to Buyer of cash from the Indemnity Escrow Account in satisfaction of claims for indemnification made by Buyer pursuant to Section 8.03 or Article XI ; (iii) agree to, negotiate, enter into settlements and compromises of, and comply with orders of courts with respect to claims for indemnification made by Buyer pursuant to Section 8.03 or Article XI ; (iv) litigate, arbitrate, resolve, settle or compromise any claim for indemnification pursuant to Section 8.03 or Article XI ; (v) authorize delivery to Buyer of cash from the Indemnity Escrow Account in satisfaction of any negative Purchase Price Adjustment pursuant to Section 2.04 or any adjustment to the Final Purchase Price payable to Buyer pursuant to Section 2.10 otherwise agree to, negotiate, enter into settlements and compromises of, and comply with orders or otherwise handle any other matters described Section 2.04 or Section 2.10 ; (vi) execute and deliver all documents necessary or desirable to carry out the intent of this Agreement and any other Transaction Document (including the Escrow Agreement); (vii) make all elections or decisions contemplated by this Agreement and any other Transaction Document (including the Escrow Agreement); (viii) engage, employ or appoint any agents or representatives (including attorneys, accountants and consultants) to assist Sellers' Representative in complying with its duties and obligations; (ix) to receive funds, make payments of funds, and give receipts for funds on behalf of the Selling Parties in connection with this Agreement, the Escrow Agreement and the transactions contemplated hereby and thereby and (x) take all actions necessary or appropriate in the good faith judgment of Sellers' Representative for the accomplishment of the foregoing.

(b) Buyer shall be entitled to deal exclusively with Sellers' Representative on all matters relating to this Agreement (including Section 8.03 and Article XI) and shall be entitled to rely conclusively (without further evidence of any kind whatsoever)

on any document executed or purported to be executed on behalf of any Selling Party by Sellers' Representative, and on any other action taken or purported to be taken on behalf of any Selling Party by Sellers' Representative, as being fully binding upon such Person. Notices or communications to or from Sellers' Representative shall constitute notice to or from each of the Selling Parties. Any decision or action by Sellers' Representative hereunder, including any agreement between Sellers' Representative and Buyer relating to the defense, payment or settlement of any claims for indemnification or otherwise as provided hereunder, shall constitute a decision or action of all Selling Parties and shall be final, binding and conclusive upon each such Selling Party. No Selling Party shall have the right to object to, dissent from, protest or otherwise contest the same. The provisions of this Section, including the power of attorney granted hereby, are independent and severable, are irrevocable and coupled with an interest and shall not be terminated by any act of any one Selling Party, or by operation of Law, whether by death or other event.

(c) Sellers' Representative may resign at any time, and may be removed for any reason or no reason by the unanimous vote or written consent of the Selling Parties; provided , however , in no event shall Sellers' Representative resign or be removed without the Selling Parties having first appointed a new Sellers' Representative who shall assume such duties immediately upon the resignation or removal of Sellers' Representative. In the event of the death, incapacity, resignation or removal of Sellers' Representative, a new Sellers' Representative shall be appointed by the unanimous vote or written consent of the Selling Parties. Notice of such vote or a copy of the written consent appointing such new Sellers' Representative shall be sent to Buyer, such appointment to be effective upon the later of the date indicated in such consent or the date such notice is received by Buyer; provided , that until such notice is received, Buyer and the Company shall be entitled to rely on the decisions and actions of the prior Sellers' Representative as described in Section 12.01(a) and Section 12.01(b) .

(d) Sellers' Representative shall not be liable to the Selling Parties for actions taken pursuant to this Agreement or the Escrow Agreement, except to the extent such actions shall have been determined by a court of competent jurisdiction to have constituted gross negligence or involved fraud, intentional misconduct or bad faith (it being understood that any act done or omitted pursuant to the advice of counsel, accountants and other professionals and experts retained by Sellers' Representative shall be conclusive evidence of good faith). Seller shall indemnify and hold harmless Sellers' Representative from and against, compensate it for, reimburse it for and pay any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with its activities as Sellers' Representative under this Agreement and the Escrow Agreement (the " Representative Losses "), in each case as such Representative Loss is suffered or incurred; provided , that in the event it is finally adjudicated that a Representative Loss or any portion thereof was primarily caused by the gross negligence, fraud, intentional misconduct or bad faith of Sellers' Representative, Sellers' Representative shall reimburse the Selling Parties the amount of such indemnified Representative Loss attributable to such gross negligence, fraud, intentional misconduct or bad faith. The Representative Losses shall be satisfied by Seller.

SECTION 11.02 Disclosure Schedules . The information set forth in the Disclosure Schedules is disclosed solely for the purposes of this Agreement, and no information set forth therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever, including any violation of Law or breach of any Contract. The Disclosure Schedules and the information and disclosures contained therein are intended only to qualify and limit the representations, warranties, covenants and agreements of the Selling Parties and the Company contained in this Agreement. Nothing in the Disclosure Schedules is intended to broaden the scope of any representation or warranty contained in this Agreement or create any covenant (except as expressly set forth in such Disclosure Schedule).

SECTION 11.03 To the knowledge . "To the knowledge of the Company" or other references to the knowledge or awareness of the Company means the actual knowledge, after reasonable due inquiry, of those individuals set forth on Schedule 12.03(a) , "to the knowledge of Seller" or other reference to the knowledge or awareness of a Selling Party means the actual knowledge after reasonable due inquiry of each Selling Party and Sellers' Guarantor and"to the knowledge of Buyer" or other references to the knowledge or awareness of Buyer or its Affiliates means the actual knowledge, after reasonable due inquiry, of those individuals set forth on Schedule 12.03(b) .

SECTION 11.04 Expenses . Except as otherwise expressly set forth in this Agreement, all costs and expenses incurred in connection with this Agreement and the Transactions, including the fees of counsel and accountants, shall be borne by the party incurring such expenses.

SECTION 11.05 Modifications and Amendments . This Agreement shall not be modified, altered or otherwise amended except pursuant to an instrument in writing executed and delivered by each of the parties hereto. Notwithstanding anything to the contrary herein, this Section 12.05 , Section 12.07 , Section 12.08 , Section 12.16 , Section 12.17 , Section 12.21 and Section 12.22 (and any provision of this Agreement to the extent a modification or amendment of such provision would modify the substance of such Sections) may not be modified or amended in a manner that materially and adversely affects the rights of the Financing Sources without the prior written consent of such Financing Sources.

SECTION 11.06 Waivers. At any time and from time to time prior to the Closing, the parties hereto may, to the extent permitted under applicable Law, (a) extend the time for, or waive in whole or in part, the performance of any obligation of any party hereto under this Agreement; (b) waive any inaccuracy in any representation or warranty contained in this Agreement; or (c) waive any condition or compliance with any covenant or agreement contained in this Agreement. The failure of a party hereto to require performance of any provision hereof at any time shall in no manner affect such party's right at a later time to enforce such provision. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to assert any of its rights under this Agreement shall not constitute a waiver of its rights.

SECTION 11.07 Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by either of the parties hereto without the prior written consent of the other party; provided that without such consent, Buyer may assign this Agreement or its rights and obligations hereunder to (a) a third party in connection with a sale or transfer (by means of a merger, stock sale or otherwise) of all or substantially all of Buyer's business, or (b) secure its or its Affiliates' obligations under any debt Financing. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

SECTION 11.08 No Third Party Beneficiaries. Other than as set forth in Section 11.02 and Section 11.03, nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the parties hereto and their respective successors and permitted assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein, as a third party beneficiary or otherwise; provided that the Financing Sources are intended third party beneficiaries of the rights set forth in Section 12.05, Section 12.07, this Section 12.08, Section 12.16, Section 12.17, Section 12.21 and Section 12.22.

SECTION 11.09 Notices. Any notice, request, instruction or other communication to be given hereunder by any party to the other parties shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) one (1) business day following the day when sent by overnight courier (with written confirmation of receipt), (c) three (3) business days following the day when sent by postpaid registered or certified mail or (d) when sent by email (provided that an additional copy is delivered one (1) business day thereafter in accordance with the delivery method set forth in the preceding clauses (a) or (b)), in each case to the parties at the following addresses:

if to any Selling Party, Sellers' Representative, Sellers' Guarantor or the Company before the Closing, to:

Kamco Holdings, Inc.
c/o Kamal S. Ghaffarian
5907 Sunnyslope Drive
Naples, Florida 34119
Email: kam@sgt-inc.com

with a copy to:

Pillsbury Winthrop Shaw Pittman LLP
1650 Tyson Boulevard, 14 th Floor
McLean, Virginia 22102
Attention: Craig Chason
Email: craig.chason@pillsburylaw.com

and if to Buyer, to:

KBRwyle Technology Solutions, LLC
601 Jefferson Avenue
Houston, Texas 77002
Attention: Executive Vice President and General Counsel
Email: eileen.akerson@kbr.com

with a copy to:

Hogan Lovells US LLP
Park Place II, Ninth Floor
7930 Jones Branch Drive

McLean, Virginia 22102
Attention: Carine Stoick
Email: carine.stoick@hoganlovells.com

or to such other address as such party shall hereafter designate by like notice.

SECTION 11.10 Buyer's Own Due Diligence . Buyer has conducted its own investigation, examination and valuation of the Company in effecting the Transactions. Buyer has made all inspections and investigations of the Company and the Company deemed necessary or desirable by Buyer. Buyer is purchasing the Transferred Equity Interests based on the results of Buyer's inspections and investigations, and not on any representation or warranty of any Selling Party any of its Affiliates not expressly set forth in this Agreement, in any Ancillary Agreement or in any certificate delivered by any Selling Party its Affiliates pursuant to this Agreement. In light of these inspections and investigations and the representations and warranties made to Buyer by Selling Parties and the Company herein, solely with respect to the transactions contemplated by this Agreement, Buyer is relinquishing any right to any claim based on any representations and warranties other than those expressly set forth in this Agreement or in any certificate delivered by Selling Parties, the Company or their respective Affiliates pursuant to this Agreement; provided , however , that nothing herein shall limit the liability of Selling Parties for fraud or willful misconduct.

SECTION 11.11 Financial Information and Projections . In connection with Buyer's investigation of the Company, Buyer has received from Seller various forward-looking statements regarding the Company (including the estimates, assumptions, projections, forecasts and plans furnished to it) (the " Forward-Looking Statements "). Buyer acknowledges and agrees (i) there are uncertainties inherent in attempting to make the Forward-Looking Statements; (ii) Buyer is familiar with such uncertainties, (iii) Buyer is not relying on any Forward-Looking Statement in any manner whatsoever, and (iv) with respect to any Forward-Looking Statements, Buyer shall have no claim against Selling Parties or any of their respective Affiliates solely with respect to the transactions contemplated by this Agreement except in the case of fraud or willful misconduct.

SECTION 11.12 No Other Representation or Warranties . Buyer acknowledges and agrees that except for the representations and warranties contained in Articles III and IV or any certificate delivered by Selling Parties, the Company or any of their respective Affiliates (including the Company) pursuant to this Agreement, none of Selling Parties or the Company nor any other Person makes or shall be deemed to make any express or implied representation or warranty with respect to the Company. Without limiting the generality of the foregoing, Buyer acknowledges that Selling Parties make no representation or warranty (a) with respect to any Forward-Looking Statements made (i) in the Data Room, (ii) in any supplemental due diligence information provided or made available to Buyer, (iii) in connection with Buyer's discussions with management of the Company, (iv) in negotiations leading to this Agreement or (v) in any other circumstance; (b) with respect to the reasonableness of the assumptions underlying any Forward-Looking Statements; or (c) as to merchantability, suitability or fitness for a particular purpose or quality, with respect to any tangible assets or as to the condition or workmanship thereof or the absence of any defects therein, whether latent or patent, Buyer agrees that the representations and warranties contained in Articles III and IV by Selling Party and the Company or any certificate delivered by Selling Parties or any of their respective Affiliates (including the Company) pursuant to this Agreement, are in lieu of, and Buyer hereby expressly waives all rights to, any implied warranties that may otherwise be applicable because of the provisions of the Uniform Commercial Code or any other Law, including the warranties of merchantability and fitness for a particular purpose.

SECTION 11.13 Guaranty .

(a) To induce Buyer to enter into this Agreement, Sellers' Guarantor hereby absolutely, unconditionally and irrevocably guarantees to any applicable Buyer Indemnitee (the " Seller Guaranty ") the due, punctual and full payment and performance of each Selling Party's obligations under this Agreement when due, subject to any and all limitations on the Selling Parties' obligations hereunder. Without limiting the foregoing, Sellers' Guarantor shall ensure satisfaction of any payment obligations under or pursuant to this Agreement by the Selling Parties, subject to any and all limitations on such Selling Party's obligations hereunder. The Seller Guaranty shall apply regardless of any amendments, variations, alterations, waivers or extensions to this Agreement, subject to Section 12.13(d) . This Seller Guaranty shall be a guarantee of payment and performance and not merely of collection. Sellers' Guarantor hereby covenants and agrees that it shall not, and shall cause its Affiliates not to, institute, directly or indirectly, any claim, action, lawsuit or proceeding asserting that this Seller Guaranty is illegal, invalid or unenforceable in accordance with its terms.

(b) To the fullest extent permitted by applicable Laws, the obligations of Sellers' Guarantor as guarantor hereunder shall not be affected by any change in the existence (corporate or otherwise) of the Selling Parties or Sellers' Guarantor or any insolvency, bankruptcy, reorganization or similar proceeding affecting any of them or their assets. Sellers' Guarantor, solely in his capacity as guarantor, expressly and irrevocably waives any election of remedies by Buyer, promptness, diligence, acceptance hereof, presentment, demand, protest and any notice of any kind not provided for herein or not required to be provided to the Selling

Parties under or in connection with this Agreement, other than in respect of defenses that are available to the Selling Parties hereunder. Buyer acknowledges and agrees that Sellers' Guarantor shall be entitled to all rights, remedies and benefits of the Selling Parties hereunder, including to the extent applicable, the Cap. Sellers' Guarantor acknowledges that he will receive substantial direct and indirect benefits from the Transactions and that the waivers set forth in this Section 12.13(b) are made knowingly in contemplation of such benefits.

(c) Sellers' Guarantor represents and warrants to Buyer as follows:

(i) Sellers' Guarantor has the capacity to enter into this Agreement;

(ii) this Agreement has been duly executed and delivered by Sellers' Guarantor;

(iii) the execution and delivery of this Agreement by Sellers' Guarantor and the performance of its obligations hereunder does not contravene any applicable Law, Contract or contractual restriction binding on Sellers' Guarantor or his assets;

(iv) assuming due authorization, execution and delivery of this Agreement by Buyer, this Agreement constitutes the legal, valid and binding obligation of Sellers' Guarantor enforceable against Sellers' Guarantor in accordance with its terms;

(v) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Entity necessary for the due execution, delivery and performance of this Agreement by Sellers' Guarantor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Entity is required in connection with the execution, delivery or performance of this Agreement by Sellers' Guarantor; and

(vi) Sellers' Guarantor has available financial capacity to pay and perform its obligations under this Agreement, and all funds necessary for Sellers' Guarantor to fulfill its obligations under this Agreement shall be available to Sellers' Guarantor for so long as this Agreement shall remain in effect in accordance with this Section 12.13 .

(d) No amendment, supplement or modification to this Section 12.13 shall be made without the written agreement of Sellers' Guarantor and Buyer.

SECTION 11.14 Headings . The Article and Section headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 11.15 Counterparts . This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same Agreement.

SECTION 11.16 Governing Law . This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware without giving effect to the principles of conflicts of law thereunder; provided that, notwithstanding the foregoing, any disputes related to the Financing or otherwise involving the Financing Sources shall be governed by, and construed in accordance with, the Laws of the State of New York without giving effect to the principles of conflicts of law thereunder.

SECTION 11.17 Specific Enforcement . The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at law if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement without proof of actual damages, this being in addition to any other remedy to which any party is entitled at law or in equity. Each party further agrees that (i) no other party hereto shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any such remedy, and each party hereby irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument and (ii) it will not oppose the granting of such remedy. Notwithstanding anything to the contrary in this Agreement, including this Section 12.17 , neither any Selling Party, the Company, nor any of their respective Affiliates or Representatives, shall be entitled to seek specific performance of any rights of Buyer or any of its Affiliates to cause any Financing to be funded; provided, that nothing in the immediately preceding sentence limits Seller's or the Company's right to seek specific performance of Buyer's obligations set forth in this Purchase Agreement pursuant to this Section 12.17 .

SECTION 11.18 Entire Agreement . This Agreement, together with the Exhibits and Schedules hereto, the Ancillary Agreements and the Confidentiality Agreement, contains the entire agreement between the parties with respect to the

Transactions and supersedes all prior agreements or understandings, whether written or oral, between the parties.

SECTION 11.19 Severability . Should any provision of this Agreement or the application thereof to any Person or circumstance be held invalid or unenforceable to any extent, (a) such provision shall be ineffective to the extent, and only to the extent, of such unenforceability or prohibition and shall be enforced to the greatest extent permitted by Law; (b) such unenforceability or prohibition in any jurisdiction shall not invalidate or render unenforceable such provision as applied (i) to other Persons or circumstances or (ii) in any other jurisdiction; and (c) such unenforceability or prohibition shall not affect or invalidate any other provision of this Agreement

SECTION 11.20 Set-Off . Any payments pursuant to this Agreement shall be made in full, without any set-off, counterclaim, restriction or condition and without any deduction or withholding (except as may be required pursuant to applicable Law or as otherwise expressly set forth herein).

SECTION 11.21 Consent to Jurisdiction . All Actions arising out of or relating to this Agreement or the Transactions shall be brought exclusively in the Court of Chancery of the State of Delaware sitting in New Castle County, or, only if such Court of Chancery declines to accept jurisdiction over such Action, in any state or federal court of competent jurisdiction in the State of Delaware, New Castle County; provided that, notwithstanding the foregoing, all Actions related to any Financing or otherwise involving the Financing Sources shall be brought exclusively in the courts of the State of New York or federal courts of the United States of America, in each case, sitting in the borough of Manhattan. Each party hereto hereby (i) submits to the exclusive jurisdiction of such state or federal courts for the purpose of any such Action brought by any party hereto and (ii) irrevocably waives, and agrees not to assert by way of motion, defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that such party's property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper or that this Agreement or the Transactions may not be enforced in or by the above-named courts. Each party consents to the service of process in any such Action in the above-named courts by the mailing of such process by registered or certified mail at such party's address for notices specified herein. Each party hereto irrevocably and unconditionally waives any right to a trial by jury in connection with any Action arising out of or relating to this Agreement or the Transactions, including any Action related to any Financing or otherwise involving the Financing Sources.

SECTION 11.22 Non-recourse . Notwithstanding anything to the contrary contained herein, each Selling Party and the Company agrees on behalf of itself and its respective Affiliates and its and their respective Representatives that none of the Financing Sources shall have any Liability to such Selling Party, the Company or any of its or their respective Affiliates or Representatives relating to this Agreement, any commitment letter, engagement letter or definitive financing document or any of the Transactions or the transactions contemplated by any such commitment letter, engagement letter or definitive financing document (including with respect to any Financing). Each Selling Party, the Company and its and their respective Affiliates and its and their respective Representatives hereby waive any and all rights or claims and causes of action (whether at law, in equity, in contract, in tort or otherwise) against the Financing Sources that may be based upon, arise out of or relate to this Agreement, any commitment letter, engagement letter or definitive financing document or any of the Transactions (including any Financing), and each Selling Party, the Company and its and their respective Affiliates and its and their respective Representatives agrees not to commence or support an Action against any such Financing Source in connection with this Agreement or any commitment letter, engagement letter or definitive financing document or any of the Transactions or the transactions contemplated thereby (including any Action related to any Financing). Nothing in this Section 12.22 will limit the rights of Buyer in respect of the Financing under any commitment letter related thereto. Without limiting the foregoing, none of the Financing Sources shall be subject to any punitive, exemplary, consequential, special or speculative damages or damages of a tortious nature to any Selling Party, the Company, their respective Affiliates or its or their respective Representatives.

SECTION 11.23 Attorney Conflict Waiver . Buyer hereby agrees, on its own behalf and on behalf of its directors, members, shareholders, partners, officers, employees and Affiliates (including the Acquired Companies following the Closing), that (i) Pillsbury Winthrop Shaw Pittman LLP may serve as counsel to the Selling Parties and their respective Affiliates, on the one hand, and the Acquired Companies, on the other hand, in connection with the negotiation, preparation, execution and delivery of this Agreement and the Transactions, and that, following consummation of the Transactions, Pillsbury Winthrop Shaw Pittman LLP (or any successor) may serve as counsel to any of the Selling Parties and their respective Affiliates or any director, member, shareholder, partner, officer or employee thereof, in connection with any litigation, claim or obligation arising out of or relating to this Agreement or the Transactions notwithstanding such representation and (ii) Buyer shall not, and shall cause the Acquired Companies not to, seek or have Pillsbury Winthrop Shaw Pittman LLP (or any successor) disqualified from any such representation. Buyer hereby consents thereto and waives any conflict of interest arising therefrom, and Buyer shall cause any of its Affiliates (including the Acquired Companies following the Closing) to consent to or waive any conflict of interest arising from such representation. Buyer acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that Buyer has consulted with counsel or have been advised they should do so in connection herewith. The covenants, consent and waiver

contained in this Section 12.23 are intended to be for the benefit of, and shall be enforceable by, the Selling Parties.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Equity Purchase Agreement as of the date first above written.

BUYER:

KBRWYLE TECHNOLOGY SOLUTIONS, LLC

By: /s/ William Byron Bright
Name: William Byron Bright
Title: President

[Signatures continue on the following pages]

COMPANY:

SGT, INC.

By: /s/ Kamal S. Ghaffarian
Name: Kamal S. Ghaffarian
Title: President & Chief Executive Officer

SELLER:

KAMCO HOLDINGS, INC.

By: /s/ Kamal S. Ghaffarian
Name: Kamal S. Ghaffarian
Title: President, Treasurer & Secretary

SHAREHOLDER SELLING PARTIES:

THE KAMAL S. GHAFFARIAN REVOCABLE TRUST

By: /s/ Kamal S. Ghaffarian
Name: Kamal S. Ghaffarian
Title: Trustee

GHAFFARIAN 2012 GIFT TRUST

By: /s/ Navin Ghaffarian
Name: Navin Ghaffarian
Title: Trustee

SELLERS' REPRESENTATIVE:

/s/ Kamal S. Ghaffarian

Kamal S. Ghaffarian

[Signatures continue on the following page]

Solely for the purposes of Sections 7.02, 7.07, 7.08, 8.02, 8.07 and Article XII:

SELLERS' GUARANTOR:

/s/ Kamal S. Ghaffarian

Kamal S. Ghaffarian

GUARANTY

This Guaranty (this " Guaranty ") is dated as of February 22, 2018, by and between KBR, Inc., a Delaware corporation (the " Guarantor "), and Kamco Holdings, Inc., a Maryland corporation (the " Beneficiary "). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

Recitals

WHEREAS, this Guaranty is being provided in connection with that certain Equity Purchase Agreement, dated as of the date hereof (the " Purchase Agreement "), by and among SGT, Inc., a Maryland corporation (the " Company "), KBRwyle Technology Solutions, LLC, a Delaware limited liability company (" Buyer "), the Beneficiary and the other parties named therein;

WHEREAS, Buyer is a wholly-owned Subsidiary of the Guarantor, and the Guarantor acknowledges and agrees that it will derive benefit under the Purchase Agreement and the Transactions; and

WHEREAS, as an inducement to the Beneficiary to enter into the Purchase Agreement and consummate the Transactions, and as consideration therefor, the Guarantor has agreed to enter into this Guaranty in favor of the Beneficiary.

NOW THEREFORE, in consideration of the premises and covenants hereinafter contained, and to induce the Beneficiary to consummate the Transactions, the Guarantor hereby agrees as follows:

1. Guaranty . (a) The Guarantor hereby absolutely, irrevocably and unconditionally guarantees the due, punctual and full payment and performance of each of Buyer's present and future obligations under the Purchase Agreement (collectively, the " Guaranteed Obligations "), as and when due under the Purchase Agreement. This Guaranty shall be a guarantee of payment and performance and not merely of collection. The Guarantor, promptly after demand, further agrees to pay the Beneficiary for all costs and expenses of collecting such amounts or otherwise enforcing this Guaranty, including reasonable and documented out-of-pocket attorneys' fees and expenses, excluding, for the avoidance of doubt, any costs, fees and expenses incurred that would also arise if the Guarantor were a direct party to the Purchase Agreement as the buyer thereunder. Subject to Section 2 hereof, the Guarantor hereby promises and undertakes to make all payments hereunder free and clear of any defense, counterclaim or right of set-off or recoupment. The Guarantor hereby covenants and agrees that it shall not, and shall cause its Affiliates not to, institute, directly or indirectly, any claim, action, lawsuit or proceeding asserting that this Guaranty is illegal, invalid or unenforceable in accordance with its terms.

(a) The Guarantor hereby agrees that, to the fullest extent permitted by law, its obligations hereunder shall be unconditional, and shall not be discharged or otherwise affected by (i) any rescission, waiver, amendment or modification of, or any release from, any of the terms or provisions of the Purchase Agreement or the invalidity or unenforceability (in whole or

in part) of the Purchase Agreement or any of the Guaranteed Obligations (except as otherwise provided in Section 2 below), (ii) any change or amendment or waiver of this Guaranty or any provision of the Purchase Agreement, (iii) any extension of time with respect to or failure to enforce any Guaranteed Obligations, (iv) any change in the existence (corporate or otherwise), structure or ownership of Buyer or Guarantor, including, any merger or consolidation or Guarantor failing to hold any equity interest (directly or indirectly) in Buyer, (v) the recovery of any judgment against Buyer or any action to enforce the same, (vi) any failure by the Beneficiary to give notice of default to the Guarantor or to assert any claim or demand or to enforce any right or remedy against Buyer pursuant to the provisions of this Guaranty, the Purchase Agreement or any other notice to the Guarantor or any other person, (vii) the occurrence or continuance of any event of bankruptcy, reorganization, insolvency or similar proceeding with respect to the Guarantor or Buyer or their assets, or the dissolution, liquidation or winding up of the Guarantor or Buyer, or (viii) any other circumstances or events, whether similar or dissimilar to the foregoing which may otherwise constitute a legal or equitable discharge or defense of the Guarantor. The Guarantor covenants that this Guaranty will not be discharged except by complete payment and performance of all Guaranteed Obligations. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Guaranteed Obligations is set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the insolvency of the Buyer, the Guarantor or any of their Affiliates), then the Guaranteed Obligations to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such of the Guaranteed Obligations as fully as if such application had never been made and whether or not this letter agreement purports to be released (it being understood and agreed that the reinstatement provisions of this sentence shall survive any termination of this Agreeemnt pursuant to Section 4 hereof). The Guarantor is a primary obligor and not merely a surety for the Guaranteed Obligations and the Beneficiary may, in its sole discretion, bring and prosecute a separate action or actions against the Guarantor for the full amount of the Guaranteed Obligations, regardless of whether action is brought against Buyer or any other Person, whether or not Buyer or any other Person is joined in any such action or actions. The Guarantor unconditionally waives, to the fullest extent permitted by applicable Law, (i) notice of any of the matters referred to in this Section 1, the incurrence of any Guaranteed Obligations, any breach or default by Buyer with respect to the Guaranteed Obligations or any other notice required, by Law or otherwise, to preserve the rights of the Beneficiary against the Guarantor, (ii) diligence, presentment to, protest or demand of payment from Buyer or the Guarantor with respect to the Purchase Agreement or this Guaranty, or protest for nonpayment or dishonor, (iii) any requirement that the Beneficiary protect, secure, perfect or insure any security interest or lien on any property subject thereto or exhaust any right or take any action or pursue any remedy against Buyer or any other person or entity or any collateral or any right to require that Buyer or any other Person or entity be joined in any action hereunder, (iv) all set offs, counterclaims and deductions whatsoever, and (v) any defense based on the lack of responsibility for being and keeping itself informed of the Buyer’s financial condition and assets and all other circumstances bearing on the risk of nonpayment or nonperformance of the Guaranteed Obligations. Subject to Section 4, this is a continuing guarantee, and shall remain in effect notwithstanding that from time to time there may be no Guaranteed Obligations due and payable.

2. Specific Defenses of Guarantor . Notwithstanding anything to the contrary contained in this Guaranty, the Beneficiary agrees that in no event shall Guarantor be required to pay any amount or perform any Guaranteed Obligation hereunder except and then only to the extent that Buyer is so obligated to pay or perform under the terms of the Purchase Agreement, and in each case, the Guaranteed Obligations are subject to such defenses, counterclaims and rights of set off and recoupment that Buyer may have under the Purchase Agreement, including (a) with respect to whether the Guaranteed Obligations that are alleged due and payable are in fact due and payable, including that the Guaranteed Obligations have been paid and whether payment is excused or waived under the terms of the Purchase Agreement or (b) that the Purchase Agreement is otherwise not legally enforceable against Buyer; provided, however, that Guarantor shall not be entitled to, and Guarantor agrees that it shall not, assert a defense, counterclaim, right of set off or recoupment to its obligation to pay and perform the Guaranteed Obligations based on (i) failure of consideration supporting the Purchase Agreement or the Transactions, (ii) Buyer's lack of authority to execute and deliver the Purchase Agreement or to perform any of its obligations thereunder, and (iii) any circumstances identified in Section 1(b)(vii) hereof.

3. Sole Remedy .

(a) No Person other than the Guarantor has any obligations under this Guaranty and, with respect to this Guaranty, neither the Beneficiary nor any of the Selling Parties have any remedy, recourse or right of recovery against, or contribution from any other Person, including (i) any Subsidiary or Affiliate of the Guarantor, (ii) any officer, equityholder, director, employee, agent, controlling person or assignee of the Guarantor or of any Subsidiary or Affiliate of the Guarantor, or (iii) any lender or prospective lender, lead arranger, arranger, agent, broker, underwriter or representative of or to the Guarantor or Buyer (collectively, the " Buyer Related Parties "), whether through the Guarantor or Buyer or otherwise, whether by or through attempted piercing of the corporate veil or similar action, by the enforcement of any assessment or by any legal or equitable claim, action lawsuit or proceeding, by virtue of any Law, by or through a claim by or on behalf of the Guarantor or Buyer against the Guarantor or any Buyer Related Party, or otherwise, except for its rights against the Guarantor under this Guaranty.

(b) The Beneficiary hereby covenants and agrees that it shall not institute, directly or indirectly, any claim, action, lawsuit or proceeding arising under, or in connection with, this Guaranty, against the Guarantor or any Buyer Related Party except for claims by the Beneficiary against the Guarantor under and in accordance with this Guaranty (the " Retained Guaranty Claims ").

(c) Recourse against the Guarantor solely with respect to the Retained Guaranty Claims shall be the sole and exclusive remedy of the Beneficiary and Selling Parties against the Guarantor or any Buyer Related Party in respect of any liabilities or obligations arising under, or in connection with this Guaranty (including in respect on any representations made or alleged to be made in connection with this Guaranty), and such recourse shall be subject to the other limitations described herein and therein.

(d) Notwithstanding the foregoing, in the event the Guarantor consolidates with or merges with any Person and is not the continuing or surviving entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and other assets to any Person, then, and in each such case, the Beneficiary may seek recourse with respect to the Retained Guaranty Claims that would otherwise be available to the Beneficiary if such consolidation or merger or transfer or conveyance had not occurred, against such continuing or surviving entity or such Person, as the case may be, but only to the extent of any remaining Guaranteed Obligations, as determined in accordance with this Guaranty.

4. Termination . The Guarantor shall have no further liability or obligation under this Guaranty from and after the earliest of (a) a written agreement between the Guarantor and the Beneficiary terminating the obligations and liabilities of the Guarantor pursuant to this Guaranty, (b) the full satisfaction and performance by Buyer of all of the Guaranteed Obligations, (c) the closing under the Purchase Agreement and (d) the termination of the Purchase Agreement in accordance with its terms, except to the extent that Buyer has any Liability for Damages pursuant to Section 10.03 of the Purchase Agreement following any such termination.

5. Representations and Warranties . The Guarantor hereby represents and warrants to the Beneficiary that (i) the obligations of the Guarantor under this Guaranty are valid and legally binding obligations of the Guarantor, enforceable against the Guarantor in accordance with its terms, (ii) the execution and delivery of this Guaranty by the Guarantor has been duly and validly authorized in all respects by the Guarantor, (iii) the person who is executing and delivering this Guaranty on behalf of the Guarantor has full power, authority and legal right to so do, (iv) the execution and delivery of this Guaranty and the performance of it by the Guarantor will not (x) except to the extent obtained on or prior to the date hereof, require any consent, approval, authorization or Permit of, or filing with or notification to, any Governmental Entity, (y) violate in any material respect any Law or Judgment applicable to the Guarantor; or (z) result in a material violation of or material default (or an event that, with or without notice or lapse of time or both, would become a material default) under, or give rise to a right of termination, cancellation or acceleration of any material obligation, any material Contract to which the Guarantor is a party or by which any of its material properties is bound, and (v) Guarantor has the financial capacity to perform its obligations under this Guaranty.

6. Miscellaneous .

(a) Any notice, request, instruction or other communication to be given hereunder by any party to the other parties shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) one business day following the day when sent by overnight courier (with written confirmation of receipt), (c) three business days following the day when sent by postpaid registered or certified mail or (d) when sent by email (provided that an additional copy is delivered one business day thereafter in accordance with the delivery method set forth in the preceding clauses (a) or (b)), in each case to the parties at the following addresses:

To the Guarantor :

KBR, Inc.
601 Jefferson Avenue
Houston, Texas 77002
Attn: Executive Vice President and General Counsel
Email: eileen.akerson@kbr.com

with a copy (which shall not constitute notice) to:

Hogan Lovells US LLP
Park Place II, Ninth Floor
7930 Jones Branch Drive
McLean, Virginia 22102
Attn: Carine Stoick
Email: carine.stoick@hoganlovells.com

To the Beneficiary :

Kamco Holdings, Inc.
c/o Kamal S. Ghaffarian
5907 Sunnyslope Drive
Naples, Florida 34119
Email: kam@sgt-inc.com

with a copy (which shall not constitute notice) to:

Pillsbury Winthrop Shaw Pittman LLP
1650 Tysons Blvd, 14 th Floor
McLean, Virginia 22102
Attn: Craig E. Chason
Email: craig.chason@pillsburylaw.com

(b) Counterparts . This Guaranty may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same Agreement.

(c) Confidentiality . This Guaranty shall be treated as confidential and is being provided to the Beneficiary on behalf of the Selling Parties solely in connection with the Transactions. This Guaranty may not be used, circulated, quoted or otherwise referred to in any document, except (i) with the prior written consent of the Guarantor or (ii) as may be required by applicable Law, court process or stock exchange rules; provided that, to the extent permissible (under Law, court process or stock exchange rules) and reasonably practicable, the Guarantor is given prompt written notice of any such requirement so that it may seek a protective order or other remedy. Notwithstanding the foregoing, this Guaranty may be provided by the Beneficiary to its advisors, strictly for informational purposes, who have been directed by the Beneficiary to treat this Guaranty as confidential in accordance with this Section 6(c).

(d) Governing Law . This Guaranty shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to the principles of conflicts of law thereunder.

(e) Consent to Jurisdiction; Venue . All Actions arising out of or relating to this Guaranty shall be brought exclusively in the Court of Chancery of the State of Delaware sitting in New Castle County and any state appellate court therefrom within the State of Delaware, or, only if such Court of Chancery declines to accept jurisdiction over such Action, in any state or federal court of competent jurisdiction in the State of Delaware. Each party hereto hereby (i) submits to the exclusive jurisdiction of such state or federal courts in the State of Delaware for the purpose of any Action arising out of or relating to this Guaranty brought by any party hereto and (ii) irrevocably waives, and agrees not to assert by way of motion, defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that such party's property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper or that this Guaranty may not be enforced in or by the above-named courts. Each party consents to the service of process in any such Action in the above-named courts by the mailing of such process by registered or certified mail at such party's address for notices specified herein. Each party hereto irrevocably and unconditionally waives any right to a trial by jury in connection with any Action arising out of or relating to this Guaranty.

(f) Headings . The headings contained in this Guaranty are for reference purposes only and shall not affect in any way the meaning or interpretation of this Guaranty.

(g) Waiver and Amendment . This Guaranty shall not be modified, altered, or otherwise amended except pursuant to an instrument in writing executed and delivered by each of the parties hereto. Except as otherwise provided in this Guaranty, any failure of any party hereto to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligations, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure on the part of the Beneficiary to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Beneficiary of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power.

(h) Entire Agreement . This Guaranty, the Purchase Agreement, together with the Exhibits and Schedules thereto, the Ancillary Agreements and the Confidentiality Agreement, contains the entire agreement between the parties with respect to the Transactions and supersedes all prior agreements or understandings, whether written or oral, between the parties.

(i) Severability . Should any provision of this Guaranty or the application thereof to any Person or circumstance be held invalid or unenforceable to any extent (a) such provision shall be ineffective to the extent, and only to the extent, of such unenforceability or prohibition and shall be enforced to the greatest extent permitted by Law; (b) such unenforceability or prohibition in any jurisdiction shall not invalidate or render unenforceable such provision as applied (i) to other

Persons or circumstances or (ii) in any other jurisdiction; and (c) such unenforceability or prohibition shall not affect or invalidate any other provision of this Guaranty.

(j) Including . Whenever the words "include," "includes" or "including" are used in this Guaranty, they shall be deemed to be followed by the words "without limitation."

(k) Successors and Assigns . This Guaranty and all the provisions hereof shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. This Guaranty is not transferable or assignable by the Beneficiary. The Guarantor may not assign or delegate, in whole or in part, its obligations hereunder to any other person without the prior written consent of the Beneficiary, and any purported assignment or delegation in violation of this clause (k) shall, in the sole discretion of the Beneficiary, be void *ab initio* .

(l) Specific Performance . The Guarantor agrees that irreparable damage would occur and that the Beneficiary would not have any adequate remedy at law if any of the provisions of this Guaranty were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Beneficiary shall be entitled to an injunction or injunctions to prevent breaches of this Guaranty and to enforce specifically the terms and provisions of this Guaranty without proof of actual damages, this being in addition to any other remedy to which the Beneficiary is entitled at law or in equity. The Guarantor further agrees that (i) the Beneficiary shall not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any such remedy, and the Guarantor hereby irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument and (ii) the Guarantor will not oppose the granting of such remedy.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Guaranty to be executed by their respective officers thereunto duly authorized as of the date first written above.

GUARANTOR

KBR, Inc.

By: /s/ Stuart J.B. Bradie
Name: Stuart J.B. Bradie
Title: President & CEO

IN WITNESS WHEREOF, the parties hereto have caused this Guaranty to be executed by their respective officers thereunto duly authorized, as of the date first written above.

BENEFICIARY

Kamco Holdings, Inc.

By: /s/ Kamal S. Ghaffarian
Name: Kamal S. Ghaffarian
Title: President, Treasurer & Secretary

Exhibit 10.2

EXECUTION VERSION

February 22, 2018

KBR, Inc.
601 Jefferson Street
Houston, Texas 77002

Attention: Mark Sopp, Executive Vice President and Chief Financial Officer

Project Sapphire
Commitment Letter for $2.2 Billion Senior Secured Credit Facilities

Ladies and Gentlemen:

KBR, Inc., a Delaware corporation (" ***you*** " or the " ***Company*** "), has advised Bank of America, N.A. (" ***Bank of America*** " or the " ***Initial Lender*** "), and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or any of its designated affiliates, " ***MLPFS*** " and, together with the Initial Lender, the " ***Commitment Parties*** ", " ***we*** " or " ***us*** ") that you intend to consummate the Transactions (as described and defined in the Transaction Description attached hereto as Exhibit A (the " ***Transaction Description*** ")). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Transaction Description, the Summary of Terms and Conditions attached hereto as Exhibit B (the " ***Term Sheet*** ") and the Conditions Precedent to Closing Date attached hereto as Exhibit C (the " ***Conditions Exhibit*** " and collectively, this commitment letter and all exhibits, addendums and annexes attached hereto, the " ***Commitment Letter*** " and each reference to the Commitment Letter shall include a reference to all such exhibits, annexes and addenda attached hereto). You have also advised the Commitment Parties that you intend to finance the Transactions and the ongoing working capital and other general corporate purposes of the Company and its subsidiaries after consummation of the Transactions (including the funding of any completion payments in connection with the Ichthys Project (as defined in the Term Sheet)) with cash on hand of the Company and the Senior Credit Facilities as described in the Transaction Description (and that no financing other than the Senior Credit Facilities will be required in connection with the Transactions).

1. **COMMITMENTS, ENGAGEMENTS AND TITLES.** In connection with the foregoing, and subject solely to the satisfaction of the conditions precedent set forth in the Conditions Exhibit:

(a) The Initial Lender is pleased to advise you of its commitment to provide 100% of the aggregate principal amount of the Senior Credit Facilities and Bank of America is pleased to advise you of its willingness to act as the sole administrative agent (in such capacity, the " ***Administrative Agent*** ") for the Senior Credit Facilities.

(b) MLPFS is pleased to advise you of its willingness to act as sole and exclusive lead arranger and sole and exclusive bookrunner (in such capacities, the " ***Lead Arranger*** ") for the Senior Credit Facilities to form a syndicate of financial institutions (including the Initial Lender; collectively, the " ***Lenders*** ") in consultation with you for the Senior Credit Facilities.

(c) You hereby (i) engage Bank of America as sole and exclusive Administrative Agent for the Senior Credit Facilities, (ii) engage MLPFS as the sole and exclusive Lead Arranger for the Senior Credit

Facilities (subject to clause (d) below) and (iii) accept the commitment of the Initial Lender set forth in paragraph 1(a) above.

(d) No additional agents, co-agents, arrangers or bookrunners will be appointed and no other titles will be awarded unless MLPFS and you shall so agree; provided , that (i) on or prior to the date which is ten business days after the date of this Commitment Letter, you will have the right to appoint up to five (or such greater number as MLPFS shall reasonably agree) additional institutions reasonably acceptable to the Lead Arranger (provided that the Lead Arranger acknowledges that the institutions identified in writing as "Approved Arrangers" prior to the date hereof are acceptable) to act as joint-arranger(s), bookrunner(s) and syndication agent(s) in respect of Senior Credit Facilities (each, an " ***Additional Arranger*** "), (ii) in no event shall Bank of America and MLPFS have less than 42.25% of the total economics with respect to the Senior Credit Facilities reflected in the Arranger Fee Letter (defined below), (iii) the allocated percentages of total economics reflected in the Arranger Fee Letter for Bank of America, MLPFS and each Additional Arranger shall include all of the economics with respect to the Pro Rata Facilities and all of the economics with respect to the Term B Facility other than a 20% holdback for additional co-agents of the economics with respect to the Term B Facility, (v) each such Additional Arranger's (or its applicable affiliate's) several commitment shall be pro rata among the Senior Credit Facilities, (vi) no Additional Arranger (nor any affiliate thereof) shall receive greater economics in respect of any Senior Credit Facilities under the Arranger Fee Letter than that received by Bank of America and/or MLPFS, as applicable, (vii) no compensation other than as provided in this paragraph will be paid to any Additional Arranger in connection with the Senior Credit Facilities unless you and we shall so agree, and (viii) to the extent you appoint Additional Arrangers, the economics allocated (pursuant to the Arranger Fee Letter) to, and the commitment amounts of, the Initial Lender and/or MLPFS, as applicable, in respect of the Senior Credit Facilities will be permanently reduced by the economics under the Arranger Fee Letter allocated to, and the commitment amount of, such Additional Arrangers (or their affiliates), in each case upon the execution and delivery by such Additional Arrangers and you of customary joinder documentation or an amended and restated version of this Commitment Letter and, thereafter, each such Additional Arranger shall constitute an "Initial Lender", a "Commitment Party" and/or a "Lead Arranger," as applicable, under this Commitment Letter and under the Arranger Fee Letter. Notwithstanding the foregoing, MLPFS shall have "left" and "highest" placement in any and all marketing materials or other documentation used in connection with the Senior Credit Facilities, and shall hold the leading role and responsibilities conventionally associated with such "left" and "highest" placement, including maintaining sole physical books for the Senior Credit Facilities.

2. **SYNDICATION.**

(a) The Lead Arranger intends to commence its syndication of the Senior Credit Facilities promptly upon your acceptance of this Commitment Letter and the Fee Letters (defined below), it being understood and agreed that we will not syndicate to (i) any bank, financial institution or other institutional lender identified to us by you in writing and by legal name prior to the date hereof, (ii) any entity that is an actual competitor of the Borrower, the Target or any of their respective subsidiaries identified to us by you in writing and by legal name prior to the date hereof or from time to time after the Closing Date (it being understood that (A) no update shall be permitted between the date hereof and the Closing Date and (B) notwithstanding anything herein to the contrary, in no event shall a supplement apply retroactively to disqualify any parties that have previously acquired an assignment or participation interest hereunder that is otherwise permitted hereunder, but upon the effectiveness of such designation, any such party may not acquire any additional commitments, loans or participations), and (iii) in the case of each of clauses (i) and (ii), affiliates of any such entities or competitors (other than any such affiliate that is a bona fide debt fund or investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in fixed-income instruments, commercial loans, bonds and similar extensions of credit in the ordinary course of

business with separate fiduciary duties to the investors in such fund or vehicle) that are either (x) clearly identifiable as affiliates on the basis of such affiliate's legal name or (y) identified in writing and by legal name by notice to the Administrative Agent from you from time to time after the Closing Date (it being understood that (A) no identification under this clause (iii)(y) shall be permitted between the date hereof and the Closing Date and (B) notwithstanding anything herein to the contrary, in no event shall a supplement apply retroactively to disqualify any parties that have previously acquired an assignment or participation interest hereunder that is otherwise permitted hereunder, but upon the effectiveness of such designation, any such party may not acquire any additional commitments, loans or participations) (collectively, the " ***Disqualified Lenders*** "). The list of Disqualified Lenders shall be set forth on the Closing Date as an exhibit to the Facilities Documentation, and any update thereto shall be provided to the Lenders (by posting on the Platform (defined below) or otherwise) by the Borrower and/or the Administrative Agent from time to time. You agree, until the Syndication Assistance Termination Date, to actively assist (and to cause your representatives and advisors to actively assist, and to use your commercially reasonable efforts to cause the Target and its representatives and advisors to actively assist) the Lead Arranger in achieving a Successful Syndication (as defined in the Arranger Fee Letter). Such assistance shall include your (i) providing, and causing your representatives and your advisors to provide (and using your commercially reasonable efforts to cause the Target and its representatives and advisors to provide), the Commitment Parties and the other Lenders upon request with all information reasonably deemed necessary by the Lead Arranger to complete such syndication, including, but not limited to, information and evaluations prepared by you and your and advisors (and, consistent with the Purchase Agreement, the Target and its advisors), or on your or their behalf, relating to the Transactions, (ii) assisting, and causing your representatives and advisors to assist (and, to the extent consistent with the Purchase Agreement, using your commercially reasonable efforts to cause the Target and its representatives and advisors to assist), in the preparation of customary confidential information memoranda and other materials to be used in connection with the syndication of the Senior Credit Facilities (collectively with the Term Sheet and any additional summary of terms prepared for distribution to Public Lenders (as defined below), the " ***Information Materials*** "), (iii) using your commercially reasonable efforts to ensure that the syndication efforts of the Lead Arranger benefit materially from your existing banking and lending relationships and, to the extent consistent with the Purchase Agreement, the existing banking and lending relationships of the Target and its affiliates, (iv) using your commercially reasonable efforts to procure both (A) a rating for the Senior Credit Facilities referred to in the Term Sheet and (B) a corporate family rating for the Company and its subsidiaries (giving effect to the Transactions) from each of Standard & Poor's Ratings Services and Moody's Investors Service, Inc., and (v) making your officers and advisors, and, to the extent consistent with the Purchase Agreement, using your commercially reasonable efforts to make appropriate members of management of the Target, available from time to time to attend and make presentations regarding the business and prospects of the Company, the Target and their subsidiaries and the Transactions, as appropriate, at one or more meetings of prospective Lenders, in each case upon reasonable notice and at reasonable times. Notwithstanding anything to the contrary contained in this Commitment Letter or either Fee Letter, but subject to (and without limiting) the conditions expressly set forth in the Conditions Exhibit related to the "Marketing Period," neither your obligations to assist in efforts with respect to syndicating the Senior Credit Facilities as provided herein nor the syndication of, assignment of or receipt of commitments or participations in respect of all or any portion of the Initial Lender's commitments hereunder shall constitute a condition to the commitments hereunder or the funding of the Senior Credit Facilities on the Closing Date.

(b) It is understood and agreed that MLPFS will manage and control all aspects of the syndication of the Senior Credit Facilities in consultation with you, including decisions as to the selection of prospective Lenders and any titles offered to proposed Lenders, when commitments will be accepted and the final allocations of the commitments among the Lenders. It is understood that no Lender or affiliate thereof participating in the Senior Credit Facilities will receive compensation from you, the Target, or any of your

or their respective subsidiaries or affiliates in order to obtain its consent or commitment, except on the terms contained herein (including with respect to Additional Arrangers), in the Term Sheet and in the Arranger Fee Letter unless approved in writing by the Commitment Parties. It is also understood and agreed that the distribution of the fees contemplated in the Arranger Fee Letter among the Lenders will be at the sole and absolute discretion of MLPFS.

(c) Notwithstanding the right of the Lead Arranger to syndicate the Senior Credit Facilities and receive commitments with respect thereto, except in the case of an assignment to an Additional Arranger (or its lending affiliate) in accordance with this Commitment Letter, (i) the Commitment Parties (including any Additional Arranger) shall not be relieved, released or novated from their respective obligations hereunder, including their obligations to fund their commitment to the Senior Credit Facilities on the Closing Date, in connection with any syndication, assignment or participation of the Senior Credit Facilities, including their respective several commitments in respect thereof as set forth in paragraph 1(a) above, until after the initial funding of the Senior Credit Facilities on the Closing Date and (ii) the Commitment Parties (including any Additional Arranger) shall retain exclusive control over all rights and obligations with respect to their respective commitments in respect of the Senior Credit Facilities, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the initial funding of the Senior Credit Facilities on the Closing Date has occurred, in each case unless you otherwise agree in writing (including, without limitation, pursuant to any revised version of this Commitment Letter or an amendment or joinder hereto to reflect the commitment or commitments of any institutions executed pursuant to Section 1(d) above).

(d) You agree that from the date of this Commitment Letter until the Syndication Assistance Termination Date, without the consent of the Majority Lead Arrangers (defined below), neither you nor your subsidiaries will undertake any offering, placement, arrangement or syndication of any senior bank financing or debt securities that would reasonably be expected to materially impair the primary syndication of (including by replacement of all or any portion of) the Senior Credit Facilities; *provided* that indebtedness of you and your subsidiaries incurred in the ordinary course of business, including short term debt for working capital, capital leases, purchase money debt, project financings and equipment financings, and any deferred purchase price obligations, in an aggregate amount not to exceed $20,000,000 (which cap shall not apply for refinancing indebtedness, borrowings (under the Existing Borrower Credit Agreement or otherwise) expected to be repaid with the proceeds of the Senior Credit Facilities or deferred purchase price obligations) will, in each case, not be deemed to materially impair the primary syndication of the Senior Credit Facilities. " ***Majority Lead Arrangers*** " means MLPFS and, if necessary, one or more Additional Arrangers that (including MLPFS), on any date of determination, hold at least a majority of the aggregate amount of outstanding financing commitments in respect of the Senior Credit Facilities.

(e) The provisions of this Section 2 shall remain in full force and effect until the earliest of (i) 60 days following the Closing Date, (ii) the completion of a Successful Syndication and (iii) the termination of this Commitment Letter pursuant to Section 12 hereof other than as a result of the occurrence of the Closing Date (the earliest of such dates the " ***Syndication Assistance Termination Date*** ").

3. **CONDITIONS.**

(a) The commitments and undertakings of the Commitment Parties hereunder are subject solely to the satisfaction of the conditions precedent set forth in the Conditions Exhibit.

(b) Notwithstanding anything in this Commitment Letter, either Fee Letter, the definitive documentation for the Senior Credit Facilities (the " ***Facilities Documentation*** ") or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (i) the only representations

relating to you, the Target and your respective subsidiaries and businesses the accuracy of which shall be a condition to availability of the Senior Credit Facilities on the Closing Date shall be (A) the representations made by the Target and/or the Sellers, or any of their respective subsidiaries or affiliates, with respect to the Target and its subsidiaries and affiliates in the Purchase Agreement as are material to the interests of the Lenders, but only to the extent that you or your applicable affiliates have the right to terminate your and/or their obligations under the Purchase Agreement, or to decline to consummate the Acquisition pursuant to the Purchase Agreement, as a result of a breach of such representation in the Purchase Agreement, determined without regard to any cure period or whether any notice is required to be delivered by you, the Target or any of your or their affiliates party to the Purchase Agreement (to such extent, the " ***Specified Purchase Agreement Representations*** "), and (B) the Specified Representations (as defined below) and (ii) the terms of the Facilities Documentation shall be in a form such that they do not impair availability of the Senior Credit Facilities on the Closing Date if the conditions set forth in the Conditions Exhibit are satisfied or waived by MLPFS and each Additional Arranger (it being understood that, to the extent any Collateral is not provided, or the lien on any such Collateral is not perfected, on the Closing Date under the Senior Credit Facilities after your and your subsidiaries' and affiliates' respective use of commercially reasonable efforts to do so without undue burden or expense, the provision of such Collateral or perfection of such lien shall not constitute a condition precedent to the availability of the Senior Credit Facilities on the Closing Date but shall be required to be provided (or perfected) after the Closing Date within a customary time period for such collateral to be mutually agreed by the Company and the Administrative Agent, but in any event not less than 90 days after the Closing Date (unless otherwise mutually agreed by the Company and the Administrative Agent acting reasonably)); provided that, notwithstanding the foregoing, each of the following shall be required on the Closing Date: (1) the execution and delivery of a guaranty agreement by each Guarantor (in each case governed by the laws of a state of the U.S.), (2) the execution and delivery of an appropriate personal property security agreement or other granting document by each Grantor (in each case governed by the laws of a state of the U.S.), (3) the delivery of UCC financing statements with respect to each Grantor (or an authorization permitting the Administrative Agent to file UCC financing statements with respect to each such Grantor), and (4) the pledge and perfection by possession (including the provision of an applicable stock power or similar instrument of transfer under applicable U.S. law) of the security interest in the certificated equity interests of each domestic restricted subsidiary of any Grantor that are required to be pledged as Collateral (*provided* that such certificated equity securities to the extent relating to the Target and its subsidiaries will be required to be delivered on the Closing Date only to the extent received from the Target after your use of commercially reasonable efforts to do so or without undue burden or expense). For purposes hereof, " ***Specified Representations*** " means the representations and warranties set forth in the Facilities Documentation relating to (A) legal existence of each of the Loan Parties, (B) power and authority, due authorization, execution and delivery and enforceability, in each case, relating to the Loan Parties' entering into and performance of the Facilities Documentation, (C) no conflicts with or consents under any Loan Party's organizational documents (limited to the entry into the Senior Credit Facilities, the borrowings thereunder and the granting of guarantees and liens in the Collateral to secure the Senior Credit Facilities), (D) solvency of the Company and its subsidiaries on a consolidated basis on the Closing Date (giving effect to the Transactions to be defined in a manner consistent with Annex I to Exhibit C), (E) use of proceeds not violating the PATRIOT Act, OFAC, FCPA and anti-corruption laws, (F) compliance with federal reserve margin regulations, (G) status of the Loan Parties under the Investment Company Act, and (H) creation, validity and perfection of security interests in the Collateral (except to the extent any such Collateral is not required to be provided or perfected on the Closing Date pursuant to the provisions of the preceding sentence). This paragraph, and the provisions contained herein, shall be referred to as the " ***Limited Conditionality Provision*** ."

4. INFORMATION.

(a) You represent and warrant (it being understood that such representation and warranty, to the extent made on or prior to the Closing Date, shall be made with respect to the Target to your knowledge) that (i) all financial projections and other forward-looking information concerning the Company and its subsidiaries (including the Target and its subsidiaries) that have been or are hereafter made available to the Commitment Parties or any of the Lenders by or on behalf of you or any of your subsidiaries or representatives (including by the Target or any of its subsidiaries or representatives) in connection with the Transactions (the " ***Projections*** ") have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time made and at the time the related Projections are made available to any Commitment Party or any Lender (it being understood that the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, the Projections, by their nature, are inherently uncertain and no assurances are being given that the results reflected in the Projections will be achieved and actual results may differ from the Projections and such differences may be material) and (ii) all information, other than Projections and other information of a general economic or industry specific nature, that has been or is hereafter made available to any of the Commitment Parties or any of the Lenders by or on behalf of you or any of your subsidiaries or representatives (including by the Target or any of its subsidiaries or representatives) in connection with any aspect of the Transactions (the " ***Information*** "), when taken as a whole and together with your filings with the Securities and Exchange Commission, as and when furnished, is and will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances under which such statements are made. You agree that if, at any time from the date hereof until the later of the Closing Date and the Syndication Assistance Termination Date, you become aware that any of the representations and warranties in the immediately preceding sentence would be incorrect if the Information or Projections were being made available, and such representations and warranties were being made, at such later time, then reasonably promptly after becoming aware thereof (but in no event later than the Closing Date or the Syndication Assistance Termination Date, as applicable) you will make available (and, consistent with the Purchase Agreement, with respect to the Target and its subsidiaries, use your commonly reasonable efforts to make available) to the Commitment Parties such supplements to the Information and/or Projections (with respect to the Target and its subsidiaries prior to the Closing Date, to your knowledge) so that such representations and warranties in the immediately preceding sentence are correct as of the time you make available such supplemental Information and/or Projections. The provisions of the immediately preceding sentence shall remain in full force and effect until the later of the Closing Date and the occurrence of the Syndication Assistance Termination Date. In issuing their commitments hereunder and in arranging and syndicating the Senior Credit Facilities, you acknowledge that each of the Commitment Parties is and will be using and relying on the Information and Projections without independent verification thereof. For the avoidance of doubt, the accuracy of the foregoing representations, in and of itself, shall not be a condition to our obligations hereunder or the availability and funding of the Senior Credit Facilities on the Closing Date.

(b) You acknowledge that (i) the Commitment Parties on your behalf will make available Information Materials to the proposed syndicate of Lenders by posting the Information Materials on IntraLinks, SyndTrak or another similar electronic system (a " ***Platform*** ") and (ii) certain prospective Lenders (such Lenders, " ***Public Lenders*** "; all other Lenders, " ***Private Lenders*** ") may have personnel that do not wish to receive material non-public information (within the meaning of the United States federal securities laws, ***"MNPI"***) with respect to the Company and its subsidiaries (including the Target and its subsidiaries), their respective affiliates or any other entity, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such entities' securities. If requested, you will assist us in preparing an additional version of the Information Materials not containing MNPI (the " ***Public Information Materials*** ") to be distributed to prospective Public Lenders.

(c) Before distribution of any Information Materials (i) to prospective Private Lenders, you shall provide us with a customary letter in form and substance reasonably satisfactory to both you and us authorizing the dissemination of the Information Materials and (ii) to prospective Public Lenders, you shall provide us with a customary letter in form and substance reasonably satisfactory to both you and us authorizing the dissemination of the Public Information Materials and confirming the absence of MNPI therefrom. In addition, at our request, you shall identify Public Information Materials by clearly and conspicuously marking the same as "PUBLIC".

(d) You agree that the Commitment Parties on your behalf may distribute the following documents to all prospective Lenders, unless you advise the Commitment Parties in writing (including by email) within a reasonable time prior to their intended distributions that such material should only be distributed to prospective Private Lenders: (i) administrative materials for prospective Lenders such as lender meeting invitations and funding and closing memoranda, (ii) notifications of changes to the Senior Credit Facilities' terms and (iii) other materials intended for prospective Lenders after the initial distribution of the Information Materials, including drafts and final versions of the Facilities Documentation. If you advise us that any of the foregoing items should be distributed only to Private Lenders, then the Commitment Parties will not distribute such materials to Public Lenders without further discussions with you. You agree (whether or not any Information Materials are marked "PUBLIC") that Information Materials made available to prospective Public Lenders in accordance with this Commitment Letter shall not contain MNPI.

5. EXPENSES. By executing this Commitment Letter, you agree to reimburse the Commitment Parties on the Closing Date, to the extent invoiced at least three business days (or such shorter time as you may agree) prior to the Closing Date (or, in the event this Commitment Letter is terminated in accordance with Section 12 without the Closing Date occurring, thereafter on demand) for all reasonable and documented out-of-pocket fees and expenses (including, but not limited to, (a) the reasonable fees, disbursements and other charges of (i) McGuireWoods LLP (or any other replacement counsel, if applicable, engaged by Bank of America and MLPFS in lieu thereof), as primary counsel to Bank of America and MLPFS (on behalf of the Commitment Parties), (ii) one firm of special and/or regulatory counsel retained by Bank of America and MLPFS (on behalf of the Commitment Parties) in each applicable specialty or regulatory area, and (iii) one firm of local counsel retained by Bank of America and MLPFS (on behalf of the Commitment Parties) in each applicable jurisdiction (but not any other counsel without your consent) and (b) reasonable and documented out-of-pocket due diligence expenses) incurred by the Commitment Parties in connection with the Senior Credit Facilities, the syndication thereof and the preparation of the Facilities Documentation, and with any other aspect of the Transactions and any of the other transactions contemplated thereby, whether or not the transactions contemplated hereunder are consummated or the Senior Credit Facilities are made available or the Facilities Documentation is executed. You acknowledge that one or more of the Commitment Parties may receive a benefit, including without limitation, a discount, credit or other accommodation, from any of such counsel based on the fees such counsel may receive on account of their relationship with us including, without limitation, fees paid pursuant hereto.

6. INDEMNIFICATION. You agree to indemnify and hold harmless the Commitment Parties, each Lender, each of their respective affiliates and each of their respective partners, officers, directors, employees, agents, trustees, administrators, managers, advisors and other representatives (each, an " ***Indemnified Party*** ") from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, damages, losses, liabilities and expenses (including, without limitation, the reasonable fees, disbursements and other charges of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (a) any aspect of the Transactions or any of the other transactions contemplated hereby or thereby or (b) the Senior

Credit Facilities, or any use made or proposed to be made with the proceeds thereof **(IN ALL CASES, WHETHER OR NOT CAUSED OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNIFIED PARTY)** , except to the extent such claim, damage, loss, liability or expense shall have resulted from (i) the bad faith, gross negligence or willful misconduct of such Indemnified Party or any of such Indemnified Person's affiliates or any of its or their respective officers, directors, employees, agents, trustees, administrators, managers, advisors or other representatives (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach of its obligations by such Indemnified Person or any of such Indemnified Person's affiliates or any of its or their respective officers, directors, employees, trustees, administrators, managers, advisors or other representatives under this Commitment Letter, the Fee Letter or the Facilities Documentation (as determined by a court of competent jurisdiction in a final and non-appealable decision), or (iii) a dispute solely among Indemnified Parties not arising from any act or omission by you or any of your affiliates (other than a claim against any Commitment Party solely in its capacity as an Arranger or Agent or any similar capacity under any of the Senior Credit Facilities); provided that, in the case of legal expenses, your obligations under this Section 6 shall be limited to the reasonable and documented fees, disbursements and other charges of one primary counsel, one local counsel in each relevant jurisdiction, one specialty counsel for each relevant specialty and one or more additional counsel if one or more conflicts of interest, or perceived conflicts of interest, arise, and such additional counsel are necessary to resolve such conflicts and are notified in writing to you. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, the Target, any of your or its respective subsidiaries, equityholders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not any aspect of the Transactions is consummated. Notwithstanding any other provision of this Commitment Letter, no Indemnified Party shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems, other than for direct or actual damages to the extent determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct.

In no event shall any party hereto or any of their respective affiliates or their or their affiliates' partners, officers, directors, employees agents, trustees, administrators, managers, advisors or other representatives be liable on any theory of liability for any special, indirect, consequential or punitive damages (including, without limitation, any loss of profits, business or anticipated savings) arising out of, related to or in connection with any aspect of the Transactions; *provided* that nothing contained in this paragraph shall limit your indemnity and reimbursement obligations for such damages to the extent set forth in the immediately preceding paragraph.

7. CONFIDENTIALITY.

(a) Each of this Commitment Letter, the arranger fee letter among you and the Commitment Parties of even date herewith (the " ***Arranger Fee Letter*** ") and the agent fee letter among you, Bank of America and MLPFS of even date herewith (the " ***Agent Fee Letter*** " and together with the Arranger Fee Letter, the " ***Fee Letters*** "), and the contents hereof and thereof are confidential and shall not be disclosed by you in whole or in part to any person or entity without our prior written consent except (i) to your directors, officers, employees, attorneys, accountants and other professional advisors (collectively, " ***Representatives*** ") in connection with the Transactions, provided that each such person is advised of its obligation to retain such information as confidential, (ii) this Commitment Letter and the Arranger Fee Letter may be disclosed to the Sellers, the Target, their respective subsidiaries and their respective Representatives in connection with their consideration of the Acquisition and the Transactions provided that (x) any information relating to

pricing, fees, expenses or "market flex" has been redacted in a customary manner, and (y) each such person is advised of its obligation to retain such information as confidential, (iii) in any legal, judicial or administrative proceeding or as otherwise required by law, regulation or the applicable rules of any stock exchange, or as requested by a governmental authority (including, for the avoidance of doubt, in filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges; *provided* that neither of the Fee Letters or the contents thereof shall not be included in any such disclosure in filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges, but to the extent required by applicable law, the aggregate amount of the fees or other payments in the Fee Letters may be included in projections and pro forma information and a generic disclosure of aggregate sources and uses contained in such syndication and other marketing materials) (in which case you agree, to the extent determined by you in good faith to be permitted by law, to inform us promptly in advance thereof), (iv) this Commitment Letter and the existence and contents of this Commitment Letter (but not either of the Fee Letters or the contents thereof) may be disclosed to rating agencies in connection with their review of the Senior Credit Facilities and in any syndication or other marketing materials in connection with the Senior Credit Facilities (it being acknowledged that the aggregate amount of the fees or other payments in the Fee Letters may be included in projections and pro forma information and a generic disclosure of aggregate sources and uses contained in such syndication and other marketing materials), (v) this Commitment Letter and the existence and contents of this Commitment Letter (but not either of the Fee Letters or the contents thereof) may be disclosed to any prospective Lenders or prospective participants (including any Additional Arranger or prospective Additional Arranger), (vi) the Arranger Fee Letter (but not the Agent Fee Letter or the contents thereof) and the existence and contents of the Arranger Fee Letter may be disclosed to any institution in connection with the potential appointment of such institution as an Additional Arranger pursuant to the terms hereof (so long as such institution has been approved by the Lead Arranger as an Additional Arranger as set forth above (provided that the Lead Arranger acknowledges that the institutions identified in writing as "Approved Arrangers" prior to the date hereof are acceptable)), (vii) you may disclose this Commitment Letter and the Fee Letters in connection with protecting or enforcing your rights hereunder or under the Fee Letters, and (viii) you may disclose the existence and contents of this Commitment Letter to the extent such information becomes publicly available other than by reason of improper disclosure by you or any of your Representatives in violation of any confidentiality obligations hereunder; provided that with respect to clauses (iv) through (vi), such disclosure shall be permitted only after your acceptance of this Commitment Letter and the Fee Letters in accordance with Section 12 hereof.

(b) Each of the Commitment Parties shall use all confidential information provided to them by or on behalf of you hereunder solely for the purpose of providing the services which are the subject of this Commitment Letter in connection with the Transactions and shall treat confidentially all such information; provided that nothing herein shall prevent any Commitment Party from disclosing any such information (i) to potential Lenders, participants assignees or potential counterparties to any swap or derivative transaction relating to the Company or the Target any of their respective subsidiaries or any of their respective obligations, (ii) in any legal, judicial or administrative proceeding or other compulsory process or otherwise as requested or required by applicable law, rule or regulation or as requested or required by a governmental authority (in which case the relevant Commitment Party agrees promptly to notify the Company thereof, in advance, to the extent practicable and permitted by law, rule or regulation), (iii) upon the request or demand of any governmental agency or regulatory authority having (or purporting to have) jurisdiction over any Commitment Party or any of its affiliates (including, without limitation, bank and securities examiners and any self-regulatory authority, such as the National Association of Insurance Commissioners) or upon the good faith determination by counsel that such information should be disclosed in light of ongoing oversight or review of any Commitment Party by any governmental or regulatory authority having jurisdiction over such Commitment Party or its affiliates (in which case, such Commitment Party agrees (except with respect to any audit or examination conducted by bank accountants or any governmental bank or securities regulatory

authority exercising examination or regulatory authority) promptly to notify the Company, in advance, thereof to the extent practicable and permitted by law, rule or regulation), (iv) to any Commitment Party's affiliates and the partners, directors, officers, employees, agents, trustees, advisors and other representatives of such Commitment Party and its affiliates (collectively, " ***CP Representatives*** ") on a "need-to-know" basis in connection with the Transactions and who are informed of the confidential nature of such information and are directed by such Commitment Party to keep such information confidential in a manner consistent with the terms of this Commitment Letter, (v) to the extent such information becomes publicly available other than by reason of improper disclosure by any Commitment Party (and the relevant disclosing Commitment Party is aware of such improper disclosure) in breach of this Commitment Letter, (vi) for purposes of establishing a "due diligence" defense, (vii) to the extent that such information is or was received by any Commitment Party or its CP Representatives from a third party that is not known by such Commitment Party or such CP Representative to have disclosed such information in violation of a confidentiality obligations owing to you, (viii) to enforce its rights hereunder or under any Fee Letter to which it is a party, (ix) to the extent that such information is independently developed by any Commitment Party or any of its CP Representatives and (x) with your prior written consent; provided further that the disclosure of any such information to any prospective Lenders, participants or assignees or any direct or indirect counterparty to any swap or derivative transaction referred to above shall be made subject to the acknowledgment and acceptance by such prospective Lender, participant or assignee or direct or indirect counterparty to any swap or derivative transaction that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and such Commitment Party including, without limitation, as agreed in any Information Materials or other marketing materials) in accordance with the standard syndication processes of the Commitment Parties or customary market standards for dissemination of such type of information, and in the event of any electronic access through any Platform shall require "click through" or other affirmative action on the part of the recipient to access such information and acknowledge its confidentiality obligations in respect thereof; *provided* that no such disclosure shall be made by such Commitment Party to any person that is at such time a Disqualified Lender (and is not already a Lender). Notwithstanding anything to the contrary herein, unless otherwise terminated earlier (including pursuant to Section 9(a) below), the obligations of the Commitment Parties under this paragraph shall terminate on the date that is two years from the date of this Commitment Letter.

8. OTHER SERVICES.

(a) You acknowledge that the Commitment Parties or their respective affiliates may be providing financing or other services to parties whose interests may conflict with yours. The Commitment Parties agree that they will not furnish confidential information obtained from you, the Target or your or its respective affiliates and representatives to any of their other customers and that they will treat confidential information relating to you, the Target and your and its respective affiliates with the same degree of care as they treat their own confidential information. The Commitment Parties further advise you that they will not make available to you confidential information that they have obtained or may obtain from any other customer. In connection with the services and transactions contemplated hereby, you agree that the Commitment Parties are permitted to access, use and share with any of their bank or non-bank affiliates, agents, advisors (legal or otherwise) or representatives any information concerning you, the Target or any of your or their respective affiliates that is or may come into the possession of any Commitment Party or any of such affiliates.

(b) In connection with all aspects of each transaction contemplated by this Commitment Letter, you acknowledge and agree, and acknowledge your affiliates' understanding, that: (i) (A) the Senior Credit Facilities and any related arranging or other services described in this Commitment Letter are arm's-length commercial transactions between you and your affiliates, on the one hand, and the Commitment Parties, on the other hand, (B) you have consulted your own legal, accounting, regulatory and tax advisors to the extent

you have deemed appropriate, and (C) you are capable of evaluating, and you understand and accept, the terms, risks and conditions of the transactions contemplated hereby; (ii) (A) each Commitment Party has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you, any of your affiliates or any other person or entity and (B) none of the Commitment Parties has any obligation to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (iii) the Commitment Parties and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and those of your affiliates, and the Commitment Parties have no obligation to disclose any of such interests to you or your affiliates. To the fullest extent permitted by law, you hereby waive and release any claims that you may have against any Commitment Party with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated by this Commitment Letter.

9. SURVIVAL.

(a) The provisions of Sections 5, 6, 7, 8, 9, 10 and 11 of this Commitment Letter shall remain in full force and effect regardless of whether any of the Facilities Documentation shall be executed and delivered, and notwithstanding the termination of this Commitment Letter or any commitment or undertaking of any Commitment Party hereunder; provided that upon execution of the Facilities Documentation for any of the Senior Credit Facilities, your reimbursement and indemnification obligations hereunder, and your and our confidentiality obligations hereunder (other than your confidentiality obligations related to the disclosure of this Commitment Letter and either Fee Letter), shall in each case, to the extent covered thereby, be superseded and deemed replaced by the corresponding provisions contained in the applicable Facilities Documentation for such Senior Credit Facilities.

(b) In the event the Closing Date occurs prior to the occurrence of the Syndication Assistance Termination Date, your obligations to assist in the syndication of the Senior Credit Facilities set forth in Section 2 and the representations and warranties and other provisions of Section 4 with respect to the syndication of the Senior Credit Facilities shall remain in full force and effect until the Syndication Assistance Termination Date.

10. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL; ETC. This Commitment Letter and the Fee Letters shall be governed by, and construed in accordance with, the laws of the State of New York; provided that (a) the interpretation of the definition of Material Adverse Effect under the Purchase Agreement and the determination of whether there shall have occurred a Material Adverse Effect (as provided in the Purchase Agreement), (b) the determination of whether the Acquisition has been consummated as contemplated by the Purchase Agreement, and (c) the determination of whether the representations and warranties made by the Selling Parties (as defined in the Purchase Agreement) and the Target in the Purchase Agreement are accurate, and whether any inaccuracy thereof entitles you or your applicable affiliates to terminate your and/or their obligations under the Purchase Agreement, or to decline to consummate the Acquisition pursuant to the Purchase Agreement, shall in each case be determined in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereunder. Each of you and each Commitment Party hereby irrevocably waives any and all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Commitment Letter, either Fee Letter, the Transactions and the other transactions contemplated hereby and thereby or the actions of any Commitment Party in the negotiation, performance or enforcement hereof. Each of you and each Commitment Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in New York City in respect of any suit, action or proceeding arising out of or relating

to the provisions of this Commitment Letter, the Fee Letter, the Transactions and the other transactions contemplated hereby and thereby and irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court. Nothing in this Commitment Letter or either Fee Letter shall affect any right that any Commitment Party or any affiliate thereof may otherwise have to bring any claim, action or proceeding relating to this Commitment Letter, either Fee Letter, the Transactions and/or the other transactions contemplated hereby and thereby in any court of competent jurisdiction to the extent necessary or required as a matter of law to assert such claim, action or proceeding against any assets of the Company or any of its subsidiaries or enforce any judgment arising out of any such claim, action or proceeding. Each of you and each Commitment Party agrees that service of any process, summons, notice or document by registered mail addressed to you shall be effective service of process against you for any suit, action or proceeding relating to any such dispute. Each of you and each Commitment Party waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceedings brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction you are or may be subject by suit upon judgment.

11. MISCELLANEOUS.

(a) This Commitment Letter and the Fee Letters may each be executed in counterparts which, taken together, shall constitute an original. Delivery of an executed counterpart of this Commitment Letter or either Fee Letter by telecopier, facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart thereof.

(b) This Commitment Letter and the Fee Letters embody the entire agreement and understanding among the Commitment Parties, you and your affiliates (including the Target and any of its affiliates) with respect to the Senior Credit Facilities and supersede all prior agreements and understandings relating to the specific matters hereof. No party has been authorized by any Commitment Party to make any oral or written statements that are inconsistent with this Commitment Letter.

(c) This Commitment Letter is not assignable by the parties hereto (other than, with respect to the Commitment Parties, to an Additional Arranger) without the prior written consent of the other parties hereto and is intended to be solely for the benefit of the parties hereto and the Indemnified Parties; provided that notwithstanding paragraph 2 of this Commitment Letter or any other provision hereof to the contrary, the parties hereby agree that MLPFS may, without notice to the Borrower or any other party to this Commitment Letter, assign its rights and obligations under this Commitment Letter and/or either Fee Letter to any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Bank of America Corporation's or any of its subsidiaries' investment banking, commercial lending services or related businesses may be transferred following the date of this Commitment Letter.

(d) The Commitment Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "***Act***"), each of them is required to obtain, verify and record information that identifies you (and the other Loan Parties), which information includes your name and address and other information that will allow the Commitment Parties to identify you in accordance with the Act.

(e) Neither the Commitment Letter nor either Fee Letter may be amended, or any provision hereof waived or modified, except in an instrument in writing signed by you and by each Commitment Party that is party to the affected document.

12. ACCEPTANCE/EXPIRATION OF COMMITMENTS. This Commitment Letter and all commitments and undertakings of the Commitment Parties hereunder will expire at 11:59 p.m. (New York City time) on February 22, 2018 unless you execute this Commitment Letter and each Fee Letter and return them to the Commitment Parties party thereto prior to that time (which may be by facsimile transmission or .pdf), whereupon this Commitment Letter and the Fee Letters (each of which may be signed in one or more counterparts) shall become binding agreements. Thereafter, all commitments and undertakings of the Commitment Parties hereunder will expire on the earliest of (i) the date that is 120 days after the date of this Commitment Letter, unless the Closing Date occurs on or prior thereto, (ii) if the closing of the Acquisition occurs prior to the Closing Date and without the use of the Senior Credit Facilities, the date that is 15 days after the consummation of the Acquisition (or, if later, April 15, 2018), unless the Closing Date occurs on or prior thereto, and (iii) the date the Purchase Agreement terminates by its terms without the consummation of the Acquisition (such earliest date, the " ***Outside Date*** ").

THIS WRITTEN AGREEMENT (WHICH INCLUDES THE TERM SHEET AND THE OTHER EXHIBITS) AND THE FEE LETTERS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

BANK OF AMERICA, N.A.

By: /s/ Jeannette Lu
Name: Jeannette Lu
Title: Director

MERILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: /s/ Mark D. Halmrast
Name: Mark Halmrast
Title: Managing Director

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST ABOVE WRITTEN:

KBR, INC.

By: /s/ Mark Sopp
Name: Mark Sopp
Title: EVP/CFO

EXECUTION VERSION

EXHIBIT A
(to Commitment Letter dated as of February 22, 2018)

PROJECT SAPPHIRE
KBR, INC.
TRANSACTION DESCRIPTION

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the Commitment Letter to which this Exhibit A is attached (the " ***Commitment Letter*** ") or in the other Exhibits to the Commitment Letter. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit A shall be determined by reference to the context in which it is used. All references to "dollars" or "U.S. dollars" or "$" in the Commitment Letter or in any exhibit or annex attached thereto shall mean the lawful currency of the United States of America.

KBRwyle Technology Solutions, LLC, a newly created limited liability company organized under the laws of Delaware and a direct or indirect subsidiary of the Borrower (" ***Invesco*** "), intends to acquire (the " ***Acquisition*** ") 100% of the issued and outstanding equity interests of a company previously identified to the Lead Arranger (the " ***Target*** "), from the existing equity holder of the Target (the " ***Seller*** ") pursuant to that certain Stock Purchase Agreement, dated as of February 22, 2018, by and among Invesco, Target, Seller, the shareholders of Seller named therein and the Seller's representative and guarantor named therein (the " ***Purchase Agreement*** "), so that, after giving effect to the Acquisition, the Borrower will own 100% of the issued and outstanding equity interests of the Target.

In connection with the foregoing, it is intended that:

1. The Borrower will establish Invesco to consummate the Acquisition from the Seller of 100% of the issued and outstanding equity interests of the Target.

2. The Borrower will obtain (i) the Term A Facility described in Exhibit B to the Commitment Letter, (ii) the Term B Facility described in Exhibit B to the Commitment Letter, (iii) the Revolving Credit Facility described in Exhibit B to the Commitment Letter and (iv) the PLOC Facility described in Exhibit B to the Commitment Letter.

3. On or prior to the Closing Date, the Borrower will use (a) a portion of the proceeds of the Term B Facility and cash on hand (i) to repay in full all obligations and commitments under the Existing Borrower Credit Agreement (as defined below), and all commitments to extend credit under such credit agreements will be terminated and any security interests and guarantees in connection therewith shall be terminated and/or released and all letters of credit terminated (other than those grandfathered into, backstopped by or cash collateralized under the Senior Credit Facilities) (collectively, the " ***Refinancing*** "), (ii) to pay the consideration for the Acquisition to the Seller in accordance with the Purchase Agreement (including the repayment in full and termination of the Existing Target Credit Agreement (as defined in Exhibit C)) and (iii) to pay the fees and expenses incurred in connection with the Transactions (as defined below) and (b) a portion of the proceeds of the PLOC Facility to replace, backstop or continue certain letters of credit outstanding under the Existing Borrower Credit Agreement and bilateral letter of credit facilities of the Borrower and its subsidiaries. The " ***Existing Borrower Credit Agreement*** " means that certain Amended and Restated Credit Agreement dated as of September 25, 2015 by and among the Borrower, Citibank, N.A., as administrative agent, and the lenders and other parties party thereto (as amended through the date of the Commitment Letter).

4. On and/or after the Closing Date, the Borrower will use the proceeds of the Term A Facility solely to fund completion payments required to be funded by it in connection with the completion of the Ichthys Onshore LNG export facility in Darwin, Australia (the " ***Ichthys Project*** ") and/or to reimburse itself on or around the Closing Date for any such completion payments funded by it prior to the Closing Date, which the Borrower is executing through its 30% ownership of a joint venture with JGC Corporation and Chiyoda Corporation.

The transactions described above (other than those in clause 4 to occur after the Closing Date) are collectively referred to as the " ***Closing Date Transactions*** " and the Closing Date Transactions collectively with those transactions described in clause 4 to occur after the Closing Date are referred to as the " ***Transactions*** ".

EXHIBIT B
(to Commitment Letter dated as of February 22, 2018)

SUMMARY OF TERMS AND CONDITIONS
PROJECT SAPPHIRE
KBR, INC.
$2.2 BILLION SENIOR SECURED CREDIT FACILITIES

Capitalized terms used but not defined in this Exhibit B shall have the meanings set forth in the Commitment Letter or in the other Exhibits to the Commitment Letter. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit B shall be determined by reference to the context in which it is used.

BORROWER: KBR, Inc., a Delaware corporation (the " ***Borrower*** ") .

GUARANTORS: The obligations of the Borrower under the Senior Credit Facilities, and any treasury management, interest protection or other hedging arrangements entered into by the Borrower or any subsidiary of the Borrower with a Lender (or any affiliate thereof), will each be guaranteed by the Borrower and each existing and future direct and indirect Material Domestic **S** ubsidiary (as defined below) of the Borrower (collectively, the " ***Guarantors*** " and together with the Borrower,

each a " ***Loan Party*** " and collectively, the " ***Loan Parties*** "). All guarantees will be guarantees of payment and not of collection.

" ***Material Domestic Subsidiary*** " means each wholly-owned domestic subsidiary of the Borrower that is not an Excluded Subsidiary (to be defined substantially consistently with the Existing Borrower Credit Agreement but to also include any bankruptcy remote special purpose receivables entity or captive insurance company designated by the Borrower and permitted under the Facilities Documentation) and individually represents greater than or equal to 5% of the total revenue of the Borrower and its domestic subsidiaries; provided that in any event the Material Domestic Subsidiaries and the Borrower on a combined basis shall represent at least 95% of the total revenue of the Borrower and its domestic subsidiaries.

ADMINISTRATIVE AND COLLATERAL AGENT: Bank of America, N.A. (" ***Bank of America*** ") will act as sole administrative and collateral agent for the Senior Credit Facilities (the " ***Administrative Agent*** ").

SYNDICATION AGENTS: To be determined.

LEAD ARRANGER AND BOOKRUNNER: Merrill Lynch, Pierce, Fenner & Smith Incorporated (or any of its designated affiliates, the " ***Lead Arranger*** ") will act as sole lead arranger and sole bookrunner (subject to the appointment of an Additional Arranger in accordance with the terms of the Commitment Letter).

LENDERS: Bank of America and other banks, financial institutions and institutional lenders acceptable to the Lead Arranger and the Administrative Agent selected in consultation with the Borrower (collectively, the " ***Lenders*** ").

SENIOR CREDIT FACILITIES: An aggregate principal amount of $2.2 billion will be available through the following facilities:

Term A Facility: a five-year term loan A facility in an aggregate principal amount (determined on the Closing Date) equal to $400 million (the " ***Term A Facility*** "), which will be available to the Borrower in US dollars and/or Australian dollars in multiple drawdowns during the period from the Closing Date until the Term A Commitment Termination Date (as defined below); provided that the aggregate principal amount of the Term A Facility on the Closing Date shall be reduced as further described below in the section titled MANDATORY PREPAYMENTS AND COMMITMENT REDUCTIONS.

Term B Facility: a seven-year $800 million term loan B facility (the " ***Term B Facility*** " and together with the Term A Facility, the " ***Term Loan Facilities*** "), all of which will be drawn by the Borrower in U.S. dollars on the Closing Date; provided that the aggregate principal amount of the Term B Facility on the Closing Date shall be reduced as further described below in the section titled MANDATORY PREPAYMENTS AND COMMITMENT REDUCTIONS.

Revolving Credit Facility: a $500 million revolving credit facility (the " ***Revolving Credit Facility*** "), available in U.S. dollars or Alternative Currencies (as defined below) from time to time from the Closing Date (subject to a limit on availability on the Closing Date solely for loans necessary to fund any additional upfront fees or original issue discount payable pursuant to the market flex terms of the Arranger Fee Letter) until the fifth anniversary of the Closing Date, all of which will be available for loans and for the issuance of standby performance letters of credit (each a " ***Performance Letter of Credit*** "), and which will include a $150 million sublimit for the issuance of standby financial letters of credit (each a " ***Financial Letter of Credit*** ") and commercial letters of credit (each a " ***Commercial Letter of Credit*** " and together with each Performance Letter of Credit and Financial Letter of Credit, each a " ***Letter of Credit*** "). The entire Revolving Credit Facility shall be available for the making of loans and the issuance of Letters of Credit in Alternative Currencies.

Letters of Credit under the Revolving Credit Facility will be issued (in each case, subject to an individual sublimit with respect to each such issuer to be agreed) by Bank of America and up to five additional Lenders under the Revolving Credit Facility from time to time (in such capacity, each such Lender a " ***RCF Fronting Bank*** ") and Swingline Loans may be made available by Bank of America, and each of the Lenders under the Revolving Credit Facility will purchase an irrevocable and unconditional participation in each Letter of Credit and each Swingline Loan issued under the Revolving Credit Facility.

PLOC Facility: in addition to the availability of the Revolving Credit Facility for the issuance of Performance Letters of Credit, an additional $500 million performance letter of credit facility, available from

time to time until the fifth anniversary of the Closing Date (the " ***PLOC Facility*** ", and together with the Term Loan Facilities and the Revolving Credit Facility, the " ***Senior Credit Facilities*** "), which will be available solely for the issuance of Performance Letters of Credit in U.S. dollars or Alternative Currencies. Performance Letters of Credit will be issued (in each case, subject to an individual sublimit with respect to each such issuer to be agreed) by Bank of America and any other Lender under the PLOC Facility from time to time (in such capacity, each such Lender a " ***PLOC Facility Fronting Bank*** "), and each of the Lenders under the PLOC Facility will purchase an irrevocable and unconditional participation in each Performance Letter of Credit issued under the PLOC Facility.

SWINGLINE OPTION: Swingline Loans may be made available in U.S. dollars on a same day basis in an aggregate amount not exceeding $25 million and in minimum amounts of $100,000. The Borrower must repay each Swingline Loan in full no later than ten (10) business days after such loan is made.

DELAYED DRAW MECHANICS FOR TERM LOAN A FACILITY: The Term A Facility will be made available on a delayed draw basis after the Closing Date, and the following shall apply:

- The Term A Facility shall be made available in drawings to be made not more than once in any month or than later than June 30, 2019, and in minimum amounts of $10,000,000.

- All commitments to the Term A Facility shall automatically terminate on the earliest of (a) the date the maximum aggregate principal amount of the commitments under the Term A Facility has been drawn, (b) the date the Borrower voluntarily terminates any undrawn commitment under the Term A Facility and (c) June 30, 2019 (such date, the " ***Term A Commitment Termination Date*** ").

MULTICURRENCY OPTION: Multicurrency borrowings under the Revolving Credit Facility will be available in each of Euro, Sterling, Yen and Australian Dollars. In addition, the Borrower may from time to time request that revolving advances be made by the Revolving Lenders in a currency other than those specifically listed; provided that such requested currency is a lawful currency (other than U.S. Dollars) that is readily available and freely transferable and convertible into U.S. Dollars. In the case of any such request, such request shall be subject to the approval of the Administrative Agent and all Revolving Lenders. All such currencies are referred to herein as the " ***Alternative Currencies*** ". Multicurrency loans will be available on four business days' notice to the Administrative Agent (or five business days' notice in the case of certain designated currencies requiring additional notice).

Loan fundings and payments in respect of non-U.S. dollar loans under the Revolving Credit Facility will be made in the applicable foreign currency.

INCREMENTAL FACILITIES: After the Closing Date, the Borrower will be permitted at any time (a) on or after January 1, 2019, to (x) add one or more incremental term loan facilities to the Senior Credit Facilities and/or increase any Term Loan Facility (each, an " ***Incremental Term Loan Facility*** ") and/or (y) increase the commitments under the Revolving Credit Facility (the " ***Incremental Revolving Increases*** ") and/or (b) after the Closing Date, to increase the commitments under the PLOC Facility (the " ***Incremental PLOC Increases*** ", and together with the Incremental Term Loan Facilities and the Incremental Revolving Increases, the " ***Incremental Facilities*** "), provided that:

(i) no Lender will be required or otherwise obligated to provide any portion of any such Incremental Facility;

(ii) no default or event of default exists immediately prior to or after giving effect to any such Incremental Facility, provided that in the case of an Incremental Term Loan Facility being used (in whole or in part) to consummate any acquisition or other investment the consummation of which is not conditioned on the availability of financing (a " ***Limited Condition Transaction*** "), then at the election of the Borrower and with the consent of the lenders providing such Incremental Facility, such condition may be measured on the date of entering into of the definitive documentation for such Limited Condition Transaction, provided further that in no event shall any payment or bankruptcy event of default exist immediately prior to or after giving effect to such Incremental Facility and such Limited Condition Transaction;

(iii) the aggregate principal amount for all Incremental PLOC Increases (and no other Incremental Facilities, which shall be governed by clause (iv) below, and not subject to this clause (iii)) shall not exceed $250 million (each of which shall be in a minimum principal amount of $25 million);

(iv) the aggregate principal amount for all Incremental Facilities other than Incremental PLOC Increases (which shall be governed by clause (iii) above, and not subject to this clause (iv)) shall not exceed $250 million (each of which shall be in a minimum principal amount of $25 million) and after giving pro forma effect thereto (and assuming that the commitments under such Incremental Facility are fully drawn) and any permitted acquisition, refinancing of debt or other event giving rise to a pro forma adjustment, the Consolidated Secured Leverage Ratio (ratio of consolidated funded secured indebtedness to EBITDA, with financial definitions to be agreed) shall not exceed 2.75 to 1.00; provided that in the case of an Incremental Term Loan Facility being used (in whole or in part) to consummate a Limited Condition Transaction, then at the election of the Borrower and with the consent of the lenders providing such Incremental Term Loan Facility, such ratio may be measured on the date of entering into of the definitive documentation for such Limited Condition Transaction;

(v) without limitation of the condition in clause (iv) above, the Borrower is in compliance, on a pro forma basis after giving effect to the incurrence of any such Incremental Facility (and assuming that the commitments under such Incremental Facility are fully drawn other than Incremental PLOC Increases) and any permitted acquisition, refinancing of debt or other event giving rise to a pro forma adjustment, with the Financial Covenants; provided that in the case of an Incremental Term Loan Facility being used (in whole or in part) to consummate a Limited Condition Transaction, then at the election of the Borrower and with the consent of the lenders providing such Incremental Term Loan Facility, such compliance may be measured on the date of entering into of the definitive documentation for such Limited Condition Transaction; provided further that upon such an election by the Borrower, on any date of measurement of any of the Financial Covenants for any purpose after such date (and prior to the earlier of (i) the consummation of such Limited Condition Transaction or (ii) the termination of the definitive agreement for such Limited Condition Transaction without the consummation thereof), the requisite Financial Covenant levels shall be required to be satisfied both by taking into account, and without taking into account, such Limited Condition Transaction and such Incremental Term Loan Facility;

(vi) any Incremental Term Loan Facility in the nature of a "term A facility" (as determined by the Administrative Agent and the Borrower, taking into account maturity and applicable rates with respect thereto) (A) shall have a final maturity date no earlier than the maturity date of the Term A Facility (or, if applicable and later, any prior Incremental Term Loan Facility in the nature of a "term A facility"), (B) shall have a weighted average life to maturity no shorter than the remaining weighted average life to maturity of the Term A Facility (or, if applicable and longer, any prior Incremental Term Loan Facility in the nature of a "term A facility); and (C) may have such other terms not inconsistent with clauses (A) and (B) above as may be agreed among the Borrower, the Administrative Agent and the Lenders providing such Incremental Term Loan Facility in the nature of a "term A facility"; provided that any such Incremental Term Loan Facility will be *pari passu* to the remainder of the Senior Credit Facilities as to voting, rights of payment and (unless otherwise agreed to be treated less than ratably by the lenders providing such Incremental Facility) rights of prepayment;

(vii) any Incremental Term Loan Facility in the nature of a "term B facility" (as determined by the Administrative Agent and the Borrower, taking into account maturity and

applicable rates with respect thereto) (A) shall have a final maturity date no earlier than the maturity date of the Term B Facility (or, if applicable and later, any prior Incremental Term Loan Facility in the nature of a "term B facility"), (B) shall have a weighted average life to maturity no shorter than the remaining weighted average life to maturity of the Term B Facility (or, if applicable and longer, any prior Incremental Term Loan Facility in the nature of a "term B facility); (C) shall be subject to a "most favored nation" pricing provision that ensures that the initial yield on such Incremental Term Loan Facility (after any related increase of pricing on the existing term loans) does not exceed the then-applicable yield on the Term B Facility (or any prior Incremental Term Loan Facility in the nature of a "term B facility") by more than 50 basis points per annum (which, for the purposes of this clause (C) shall be deemed to include all upfront and similar fees and original issue discount payable to the Lenders providing such Incremental Term Loan Facility (applied relative to the upfront and similar fees and original issue discount paid on the Closing Date to the Lenders that provided the applicable term B facility) and shall take into account any LIBOR floor but shall not include any arrangement fees and similar fees); and (D) may have such other terms not inconsistent with clauses (A) , (B) and (C) above as may be agreed among the Borrower, the Administrative Agent and the Lenders providing such Incremental Term Loan Facility; provided that any such Incremental Term Loan Facility will be *pari passu* to the remainder of the Senior Credit Facilities as to voting, rights of payment and (unless otherwise agreed to be treated less than ratably by the lenders providing such Incremental Facility) rights of prepayment;

(viii) each (A) Incremental Revolving Increase shall have the same terms and be pursuant to the same documentation as the Revolving Credit Facility except for such upfront fees as may be agreed between the Lenders providing such Incremental Revolving Increase and the Borrower; and (B) Incremental PLOC Increase shall have the same terms and be pursuant to the same documentation as the PLOC Facility except for such upfront fees as may be agreed between the Lenders providing such Incremental PLOC Increase and the Borrower;

(ix) any such Incremental Facility shall not have guarantees from any entities that have not guaranteed the initial Senior Credit Facilities and shall not be secured by assets other than the Collateral (as defined below) or on a basis senior to the initial Senior Credit Facilities;

(x) all representations and warranties in the Facilities Documentation shall be true and correct in all material respects (or, with respect to those modified by materiality standards, in all respects) on and as of the date of incurrence of any Incremental Facility (or, with respect to any representations and warranties that expressly refer to an earlier date, as of such earlier date); provided that in the case of an Incremental Term Loan Facility being used (in whole or in part) to consummate a Limited Condition Transaction, then (at the election of the Borrower) the lenders providing an Incremental Term Loan Facility may elect to limit the representations and warranties the accuracy of which are a condition precedent to the effectiveness of such Incremental Term Loan Facility in a customary "SunGard" manner for limited conditionality acquisitions, provided further that in such a case, on the date of, and as a condition to, the entering into of the definitive documentation for such Limited Condition Transaction all representations and warranties in the loan documentation shall be true and correct in all material respects on and as of such date (or, with respect to any representations and warranties that expressly refer to an earlier date, as of such earlier date).

The Borrower may seek commitments in respect of any Incremental Facility from existing Lenders (each of which shall be entitled to agree or decline to participate in its sole discretion) and from additional banks, financial institutions and other institutional lenders or investors who will become

Lenders in connection therewith (" ***Additional Lenders*** "); provided that the Administrative Agent shall have consent rights (not to be unreasonably withheld or delayed) with respect to such Additional Lender, if such consent would be required for an assignment of loans or commitments, as applicable, to such Additional Lender.

PERMITTED REFINANCING The Facilities Documentation will permit Borrower to refinance, in whole or in part, the Term Loans and Incremental Term Loans or loans and commitments under the Revolving Credit Facility from time to time, in a principal amount not to exceed the principal amount of indebtedness so refinanced (plus any accrued but unpaid interest and fees payable by the terms of such indebtedness thereon and reasonable fees, expenses and original issue discount incurred in connection therewith), with:

(a) one or more new term facilities under the Facilities Documentation (each, a " ***Refinancing Term Facility*** ") or, in the case of a refinancing of loans and commitments under the Revolving Credit Facility, one new revolving credit facility under the Facilities Documentation (each, a " ***Refinancing Revolving Facility*** ;" the Refinancing Term Facilities and the Refinancing Revolving Facilities are collectively referred to as " ***Refinancing Facilities*** "), in each case with the consent of Borrower and the Lenders providing such Refinancing Facility (it being understood that such Refinancing Facility may be provided by existing Lenders (or, in the case of any Refinancing Revolving Facility, existing Lenders with commitments under the Revolving Credit Facility) (each of which shall be entitled to agree or decline to participate in its sole discretion) and, subject to Administrative Agent's reasonable consent (solely to the extent such consent would be required for an assignment to any such Lender under the Facilities Documentation) (and, in the case of any Refinancing Revolving Facility, each swingline lender and each RCF Fronting Bank, solely to the extent such consent would be required for an assignment to any such Lender under the Revolving Credit Facility), additional banks, financial institutions and other institutional lenders or investors who will become Lenders in connection therewith), or

(b) (i) one or more additional series of senior or junior unsecured notes or loans, subject, in the case of junior unsecured loans or notes, to customary subordination arrangements reasonably satisfactory to the Administrative Agent, or

(ii) senior secured loans or notes that will be secured by the Collateral on a pari passu basis with the Senior Credit Facilities subject customary intercreditor arrangements reasonably satisfactory to the Administrative Agent (any such notes or loans, " ***Refinancing Notes*** " and, together with the Refinancing Facilities, the " ***Refinancing Debt*** ");

provided , that

(i) any Refinancing Term Facility or Refinancing Notes do not mature prior to the maturity date of (or in the case of any series of senior unsecured notes or loans or second lien secured notes or loans, prior to the date 91 days after the maturity date of), or have a shorter weighted average life than, the loans being refinanced,

(ii) any Refinancing Revolving Facility does not mature prior to the maturity date of the Revolving Credit Facility being refinanced,

(iii) there shall be no obligors in respect of any Refinancing Facilities that are not obligors with respect to the Senior Credit Facility,

(iv) any secured Refinancing Debt (1) shall be subject to an intercreditor agreement and other reasonably customary documentation on terms reasonably satisfactory to the Administrative Agent, (2) shall not be secured by any assets that do not also constitute Collateral for the Senior Credit Facilities and (3) shall not be secured pursuant to security documentation that is more restrictive to the Borrower and the Guarantors than the Facilities Documentation,

(v) the proceeds of any Refinancing Debt shall be applied, substantially concurrently with the incurrence thereof, to the pro rata repayment of the outstanding loans under the facility (and to the permanent reduction in commitments of the Revolving Credit Facility, if applicable) being so refinanced, and to pay fees (including arrangement fees, upfront fees and original issue discount), premiums and expenses incurred in connection with the loans being refinanced and such Refinancing Debt.

(vi) there shall be no more than a number of revolving credit facilities to be mutually agreed outstanding at any one time,

(vii) the other terms and conditions of any such Refinancing Term Facility, Refinancing Revolving Facility or Refinancing Notes (excluding pricing and optional prepayment or redemption terms) are substantially identical to, or (taken as a whole) no more favorable to the investors providing such Refinancing Term Facility, Refinancing Revolving Facility or Refinancing Notes, as applicable (as reasonably determined by Borrower and Administrative Agent), than those applicable to the Term Loan, Incremental Term Loan or Revolving Credit Facility being refinanced (except (A) for covenants or other provisions applicable only to periods after the latest final maturity date of (or, in the case of any series of senior unsecured notes or loans or second lien secured notes or loans, after the date 91 days after the latest final maturity date of) the Senior Credit Facilities existing at the time of such refinancing and (B) to the extent such terms are added to the Facilities Documentation pursuant to an amendment thereto subject to the reasonable satisfaction of the Administrative Agent), as certified by the chief financial officer of the Borrower in good faith prior to such incurrence or issuance and (x) the Facilities Documentation will contain additional customary terms and conditions regarding the incurrence or issuance of Refinancing Debt as shall be mutually agreed.

PURPOSE: The proceeds of (i) the Term B Facility shall be used on the Closing Date to finance in part the Closing Date Transactions, including the consummation of the Acquisition, (ii) the Term A Facility shall be used on and after the Closing Date solely to finance in part the funding of any completion payments in connection with the Ichthys Project (and to reimburse the Borrower for any such payments made prior to the Closing Date), (iii) the PLOC Facility shall be used on and after the Closing Date to issue Performance Letters of Credit (including in replacement or continuation of, or to backstop, letters of credit outstanding on the Closing Date) and (iv) the Revolving Credit Facility shall be used on (subject to limitations to be agreed) and after the Closing Date for the issuance of Letters of Credit and to provide ongoing working capital and for other general corporate purposes of the Borrower and its subsidiaries.

CLOSING DATE: The date of the satisfaction of the conditions in the Conditions Exhibit and the initial funding under the Senior Credit Facilities, to occur on or before the Outside Date (the " ***Closing Date*** ").

INTEREST RATES: As set forth in Addendum I to this Exhibit B .

MATURITY: The Term A Facility shall be subject to repayment according to the Scheduled Term Loan A Amortization (as defined below), with the final payment of all amounts outstanding under Term A Facility, *plus* accrued interest, being due five years after the Closing Date.

The Term B Facility shall be subject to repayment according to the Scheduled Term Loan B Amortization (as defined below), with the final payment of all amounts outstanding under Term B Facility, *plus* accrued interest, being due seven years after the Closing Date.

The Revolving Credit Facility shall terminate and all amounts outstanding thereunder shall be due and payable in full five years after the Closing Date; *provided* that the Facilities Documentation shall provide the right for individual Lenders under the Revolving Credit Facility to agree to extend the maturity date of the outstanding commitments under the Revolving Credit Facility upon the request of the Borrower and without the consent of any other Lender pursuant to customary procedures to be agreed; *provided* , that no existing Lender will have any obligation to commit to any such extension.

The PLOC Facility shall terminate and all amounts outstanding thereunder shall be due and payable in full five years after the Closing Date.

SCHEDULED AMORTIZATION/ AVAILABILITY: *Revolving Credit Facility* : Loans under the Revolving Credit Facility may be made after the Closing Date on a revolving basis up to the full amount of the Revolving Credit Facility and Letters of Credit under the Revolving Credit Facility may be issued from time to time up to the applicable sublimit (if any) for Letters of Credit thereunder.

PLOC Facility : Performance Letters of Credit under the PLOC Facility may be issued from time to time up to the maximum principal amount of the PLOC Facility.

Term A Facility : The Term A Facility will be subject to quarterly amortization of principal on the last business day of each fiscal quarter of the Borrower (commencing with the last business day of the fiscal quarter in which the Term A Commitment Termination Date occurs), in a quarterly amount equal to 2.50% of the aggregate principal amount of all drawings under the Term A Facility on or prior to the Term A Commitment Termination Date (with applicable adjustments for voluntary and mandatory prepayments and Incremental Facilities); provided that all outstanding principal (along with accrued but unpaid interest) shall be due and payable on the maturity date for the Term A Facility (the " ***Scheduled Term Loan A Amortization*** ").

Term B Facility : The Term B Facility will be subject to quarterly amortization of principal on the last day of each fiscal quarter after the Closing Date (commencing on the last day of the first full fiscal quarter after the fiscal quarter in which the Closing Date occurs), in a quarterly amount equal to 0.25% of the aggregate principal amount of the Term B Facility advanced on the Closing Date (with applicable adjustments for voluntary and mandatory prepayments and Incremental Facilities); provided that all outstanding principal (along with accrued but unpaid interest) shall be due and payable on the maturity date for the Term B Facility (collectively, the " ***Scheduled Term Loan B Amortization*** ").

MANDATORY PREPAYMENTS AND COMMITMENT REDUCTIONS: In addition to the amortization set forth above, the following shall be applied to the prepayment, or a commitment reduction, as applicable, of the Senior Credit Facilities:

(a) 50% of Excess Cash Flow (to be defined in the Facilities Documentation and to be net the amount of internally generated funds expended during the applicable year in respect of certain permitted Restricted Payments, capital expenditures, acquisitions and certain other investments) for each fiscal year, commencing with the fiscal year ending December 31, 2019, provided that such percentage shall be (i) 25% if the Consolidated Leverage Ratio is less than 2.75 to 1.00 but greater than or equal to 2.25 to 1.00 as of the last day of the relevant fiscal year and (ii) 0% if the Consolidated Leverage Ratio is less than 2.25 to 1.00 as of the last day of the relevant fiscal year; provided further that all voluntary prepayments of the Senior Credit Facilities (with respect to the Revolving Credit Facility, to the extent accompanied by an equal permanent reduction in the commitments) made during such year or, without duplication, after year end and prior to the time such Excess Cash Flow payment is due, shall (to the extent applied to amortization payments due more than 90 days after the date of such voluntary prepayment) be credited against Excess Cash Flow prepayment

obligations on a dollar-for-dollar basis for such fiscal year;

(b) 100% of the net cash proceeds of all asset sales, insurance and condemnation recoveries and other asset dispositions in excess of a threshold to be mutually and reasonably agreed (excluding, without limitation, sales of inventory in the ordinary course of business, dispositions among the Borrower and its subsidiaries, dispositions with a fair market value less than an amount to be agreed upon) by the Borrower or any of its subsidiaries, and subject to the right to reinvest such proceeds within 12 months of receipt (or, if the Borrower or the applicable subsidiary has entered into a binding commitment with respect to such reinvestment within such 12 month period, within 18 months of receipt) in long-term assets used or useful in a permitted business, to permitted acquisitions and/or to make capital expenditures; and

(c) 100% of the net cash proceeds of the issuance or incurrence of debt (other than any debt permitted to be issued or incurred pursuant to the terms of the Facilities Documentation) by the Borrower or any of its subsidiaries;

(d) 100% of the net cash proceeds from the issuance of additional equity interests in, or equity-linked securities (including convertible notes) of, the Borrower (excluding any issuances made pursuant to any benefit or compensation plan) made after the date of this Commitment Letter and prior to the Closing Date; and

(e) 100% of the net cash proceeds received (or net cash outlays reduced) by the Borrower or any of its subsidiaries or joint ventures (including the Ichthys Project joint venture, but limited to the share of such joint venture allocable to the Borrower and its subsidiaries) as collections or recoveries with respect to the Ichthys Project (whether as insurance proceeds; payments or setoffs from joint venture partners, customers or subcontractors; receipts from judgments or settlements; or otherwise) but, for the avoidance, of doubt, excluding completion payments received in the ordinary course of business.

Each amount described in any of clauses (a) through (c) above shall be applied to the repayment of the Term Loan Facilities (including the funded portion of the Term A Facility, but not any unfunded commitments thereunder), pro rata among them, and to the principal installments thereof in direct order of maturity for the next four immediately succeeding amortization payments and thereafter to the remaining amortization payments (including the payment on the applicable maturity date) on a pro rata basis.

Each amount described in clause (d) above shall be applied to the reduction of the aggregate commitments in respect of the Term B Facility.

Each amount described in clause (e) above shall be applied (i) to the extent received prior to the Closing Date, to the reduction of the aggregate principal amount of the Term A Facility and (ii) to the extent received after the Closing Date, (A) first , to the repayment of loans under the Term A Facility, and to the remaining principal installments thereof (including the payment on the applicable maturity date) on a pro rata basis, and (B) second , if the Term A Commitment Termination Date has not occurred, to the reduction of unfunded commitments of, the Term A Facility.

If the Borrower is required to (or to offer to) repay, redeem or repurchase any other indebtedness which is secured on a pari passu basis with the Senior Credit Facilities with any amounts required to be used to repay the Senior Credit Facilities described in clauses (a) through (c) above, such amounts may be applied to the Senior Credit Facilities and such other pari passu debt, in each case on a ratable basis based on the outstanding principal amounts thereof.

Notwithstanding the foregoing, there will be no requirement to make any prepayment where (and to the extent) the Borrower or any of its subsidiaries would either (a) reasonably be expected to suffer material adverse tax consequences as a result of repatriating or upstreaming cash, or as a result of the obligation to repatriate or upstream cash, to make such prepayments (including the imposition of withholding taxes) or (b) be prohibited by applicable law.

Any Lender may decline any mandatory prepayment (each, a ***"Declined Amount"***), in which case such Declined Amount may be retained by Borrower (and, for the avoidance of doubt, included in the Available Amount to the extent provided below).

OPTIONAL PREPAYMENTS AND COMMITMENT REDUCTIONS: The Senior Credit Facilities may be prepaid in whole or in part at any time without premium or penalty, subject to any premium described under the "Call Protection" section below and reimbursement of the

Lenders' breakage and redeployment costs in the case of prepayment of Eurocurrency Rate borrowings. Each such prepayment of the Term Loan Facilities shall be applied to the Term Loan Facilities, and to the principal installments of any such Term Loan Facility, in each case as the Borrower shall direct. The unutilized portion of the commitments under the Senior Credit Facilities may be irrevocably reduced or terminated by the Borrower at any time without penalty.

CALL PROTECTION: Notwithstanding the foregoing section, if on or prior to the six-month anniversary of the Closing Date, a Repricing Event (as defined below) occurs, the Borrower will pay a premium (the " Call Premium ") in an amount equal to 1.00% of the principal amount of loans under the Term B Facility subject to such Repricing Event (other than any Repricing Event made in connection with (i) a change of control, (ii) a sale of all or substantially all of the Borrower's assets or (iii) a material acquisition that (A) is not a permitted acquisition, (B) is financed using the proceeds of indebtedness not permitted under the Facilities Documentation or (C) the consummation of which would cause the Facilities Documentation to not provide the Borrower and its subsidiaries with adequate flexibility for the continuation or expansion of their combined operations following such consummation, as determined by the Borrower acting in good faith).

As used herein, the term " Repricing Event " shall mean (a) any voluntary prepayment or repayment of loans under the Term B Facility with the proceeds of, or any conversion of loans under the Term B Facility into, any new or replacement loans or similar bank indebtedness the primary purpose of which is to reduce the "effective yield" (taking into account, for example, upfront fees, interest rate spreads, interest rate benchmark floors and OID but excluding any arrangement fees, structuring fees, commitment fees or similar fees payable in connection with the syndication of such loans) below the "effective yield" applicable to the loans under the Term B Facility subject to such event (as such comparative yields are reasonably determined by the Administrative Agent) and (b) any amendment to the Facilities Documentation the primary purpose of which is to reduce the "effective yield" (other than as a result of no longer applying the default rate) applicable to all or a portion of the loans under the Term B Facility (it being understood that any Call Premium with respect to a Repricing Event shall apply to any required assignment by a non-consenting Lender in connection with any such amendment pursuant to so-called "yank-a-bank" provisions).

SECURITY: Subject in all cases to the Limited Conditionality Provision with respect to the timing of the provision thereof, each Loan Party (each a " ***Grantor*** ") shall grant the Administrative Agent and the Lenders valid and perfected first priority (subject to certain exceptions to be set forth in the Facilities Documentation) liens and security interests in all of the following (collectively, the " ***Collateral*** "):

(a) All present and future shares of capital stock of (or other ownership or profit interests in) each of its present and future subsidiaries (limited, in the case of each subsidiary of any U.S. entity that is a "controlled foreign corporation" under Section 957 of the Internal Revenue Code, to a pledge of 65% of the capital stock of each such foreign subsidiary to the extent the pledge of any greater percentage would result in adverse tax consequences to the Borrower).

(b) All present and future intercompany debt owing to any Grantor.

(c) All of the present and future personal property and assets of each Grantor, including, but not limited to, machinery and equipment, inventory and other goods, accounts receivable, leaseholds, fixtures, bank accounts, general intangibles, financial assets, investment property, license rights, patents, trademarks, tradenames, copyrights, chattel paper, insurance proceeds, contract rights, hedge agreements, documents, instruments, indemnification rights, tax refunds and cash.

(d) All proceeds and products of the property and assets described in clauses (a), (b) and (c) above.

The Security shall ratably secure the relevant Grantor's obligations in respect of the Senior Credit Facilities (including its guarantee obligations) and any treasury management, interest protection or other hedging arrangements entered into with a Lender (or an affiliate thereof).

Notwithstanding anything to the contrary, the Collateral shall exclude the following: (i) any fee-owned real property, (ii) any leasehold interests in real property; (iii) motor vehicles and other assets subject to certificates of title, in each case, to the extent a lien thereon cannot be perfected by filing a UCC financing

statement (or its equivalent in any applicable jurisdiction); (iv) pledges and security interests prohibited by applicable law, rule or regulation applicable to such Grantor after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code (or its equivalent in any applicable jurisdiction), other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code (or its equivalent in any applicable jurisdiction) notwithstanding such prohibition; (v) equity interests in any person that is not a subsidiary directly held by a Grantor to the extent either (a) a lien thereon is prohibited by or requires consent (other than of a Grantor and/or its affiliates) under the organizational documents or joint venture documents of such person and such consent has not been obtained (with no obligation to seek any such consent) or (b) the portion of the assets or revenues of such person represented by the equity interests therein held by all Grantors would not, if owned directly by one or more Grantors, constitute more than 5% of the assets or revenues of the Borrower and its domestic subsidiaries on a consolidated basis; (vi) any lease, license or other agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto (other than the Borrower or any subsidiary thereof) (in each case, except to the extent such prohibition is unenforceable after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code (or its equivalent in any applicable jurisdiction) and other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code (or its equivalent in any applicable jurisdiction) notwithstanding such prohibition); (vii) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby (in each case, except to the extent such prohibition is unenforceable after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code (or its equivalent in any applicable jurisdiction) and other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code (or its equivalent in any applicable jurisdiction) notwithstanding such prohibition); (viii) "intent-to-use" trademark applications filed in the United States Patent and Trademark Office, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application; (ix) any equity interests in a public company to the extent the grant thereof, after giving effect to applicable safe-harbors and other exceptions, would violate applicable U.S. margin regulations; (x) assets to the extent a security interest in such assets would result in material adverse tax consequences (including, without limitation, as a result of the operation of Section 956 of the IRS Code or any similar law or regulation in any applicable jurisdiction) or material adverse regulatory consequences, in each case, as reasonably determined by the Borrower; (xi) any payroll accounts, employee wage and benefit accounts, tax accounts, escrow accounts, or fiduciary or trust accounts located in the U.S.; and (xii) other exceptions to be mutually agreed upon. The Collateral may also exclude those assets as to which the Administrative Agent and the Borrower reasonably agree in writing that the cost of obtaining such a security interest or perfection thereof is excessive in relation to the benefit to the Lenders of the security to be afforded thereby (the foregoing described in the previous two sentences are collectively referred to as the "***Excluded Assets***").

In addition, in no event shall (1) deposit or security account control agreements or control, lockbox or similar arrangements be required, (2) notices be required to be sent to account debtors or other contractual third parties unless an event of default has occurred and is continuing, (3) foreign-law governed security documents or perfection under foreign law be required or (4) any landlord and bailee waivers be required.

CONDITIONS PRECEDENT TO CLOSING: The availability of the initial borrowing and other extensions of credit under the Senior Credit Facilities on the Closing Date will be subject solely to the applicable conditions set forth in the Conditions Exhibit.

CONDITIONS PRECEDENT TO ALL EXTENSIONS OF CREDIT AFTER CLOSING DATE: Each extension of credit under the Senior Credit Facilities after the Closing Date will be subject to the receipt of a customary borrowing notice and the satisfaction of the following conditions precedent: (i) all of the representations and warranties in the Facilities Documentation shall be true and correct in all material respects (or if qualified by materiality or material adverse effect, in all respects) as of the date of such extension of credit, (ii) no event of default under the Senior Credit Facilities or incipient default shall have occurred and be continuing or would result from such extension of credit, (iii) in the case of a credit extension in an Alternative Currency under the Revolving Credit Facility or the Term A Facility, there shall not have occurred any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls that would make it impracticable for such credit extension to be

denominated in the relevant currency and (iv) solely with respect to extensions of credit under the Term A Facility, a certification from the Borrower that the proceeds thereof are being utilized solely to make payments (or to reimburse the Borrower for payments made by it prior to the Closing Date) with respect to the Ichthys Project.

DOCUMENTATION PRINCIPLES: The Facilities Documentation shall be drafted by counsel for the Administrative Agent and shall be consistent with the Commitment Letter and the Fee Letters, will contain only those conditions to borrowing, mandatory prepayments, representations, warranties, covenants and events of default referred to herein (subject to modification in accordance with any "market flex" provisions of the Arranger Fee Letter) and, except as otherwise provided herein, with exceptions, baskets, thresholds, grace and cure periods and carveouts (including "grower" baskets based on a percentage of total assets or EBITDA, as elected by the Borrower prior to the Closing Date) substantially similar to those set forth in (x) the Existing Borrower Credit Agreement (taking into account that the Existing Borrower Credit Agreement is an unsecured credit facility based on an assumed investment grade, or near-investment grade, rating) or (y) that certain Credit Agreement, dated as of October 17, 2014, among AECOM, a Delaware corporation, as borrower, certain subsidiary borrowers party thereto, the lenders from time to time party thereto and Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer (taking into account that the borrower thereunder has a senior secured debt rating of Ba1 from Moody's and BBB- from S&P, and the size and operations of the borrower and its subsidiaries thereunder relative to the size and operations of the Borrower and its subsidiaries), and shall be negotiated in good faith by the Borrower and the Lead Arranger giving due regard to (i) the operational and strategic requirements of the Borrower and its subsidiaries in light of their size, industries, businesses and business practices, (ii) the general trends and risks affecting the industry of the Borrower and its subsidiaries and (iii) the prevailing market conditions at the time of syndication of the Senior Credit Facilities, and shall include such changes to reflect the current legal policies of the Administrative Agent to the extent consistent with current market practices, and operational, agency, assignment and related provisions not specifically set forth in this Term Sheet that are customarily included in current credit agreements with respect to which Bank of America acts as administrative agent, swingline lender and/or letter of credit issuer. This paragraph and the provisions herein are referred to as the "***Documentation Principles***".

REPRESENTATIONS AND WARRANTIES: Limited to the following representations and warranties applicable to the Borrower and its subsidiaries (subject to exceptions and qualifications consistent with the Documentation Principles): (i) legal existence, qualification and power; (ii) due authorization and no contravention of law, contracts or organizational documents; (iii) governmental and third party approvals and consents; (iv) enforceability; (v) accuracy and completeness of specified financial statements and other information and no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect; (vi) no material litigation; (vii) no default; (viii) ownership of property; (ix) insurance matters; (x) environmental matters; (xi) taxpayer identification number, other identifying information; (xii) tax matters; (xiii) ERISA compliance (including a representation regarding Borrower not using "plan assets" under ERISA in connection with the Senior Credit Facilities); (xiv) identification of subsidiaries, equity interests and Loan Parties; (xv) use of proceeds and not engaging in business of purchasing/carrying margin stock; (xvi) status under Investment Company Act; (xvii) accuracy of disclosure; (xviii) compliance with laws; (xix) intellectual property, licenses, etc.; (xx) solvency (to be made on the Closing Date and each other time representations are made, including at each credit extension); (xxi) no casualty; (xxii) labor matters; (xxiii) collateral documents; (xxiv) PATRIOT Act, OFAC, anti-corruption laws; and (xxv) no Loan Party is an EEA Financial Institution (to be defined in the Facilities Documentation).

COVENANTS: Limited to the following affirmative, negative and financial covenants applicable to the Borrower and its subsidiaries (subject to exceptions, qualifications and baskets as set forth below or to be agreed in the Facilities Documentation consistent with the Documentation Principles):

(a) Affirmative Covenants - (i) delivery of financial statements, budgets and forecasts; (ii) delivery of certificates and other information; (iii) delivery of notices (including of any default, material adverse condition, litigation or ERISA event); (iv) payment of obligations and taxes; (v) preservation of existence; (vi) maintenance of properties; (vii)

maintenance of insurance; (viii) compliance with laws (including environmental laws) and material contracts; (ix) maintenance of books and records; (x) inspection rights; (xi) use of proceeds; (xii) covenant to guarantee obligations, give security; (xiii) further assurances; (xiv) lien searches; (xv) designation as senior debt; and (xvi) anti-corruption laws.

(b) Negative Covenants - Restrictions (in each case, in addition to the exceptions set forth below, with customary exceptions and baskets to be agreed) on:

(i) liens, with (A) a general basket in a dollar amount to be agreed and (B) a carveout for liens on projects supporting non-recourse project finance of project subsidiaries similar to such carveouts in the Existing Borrower Credit Agreement;

(ii) indebtedness (including guarantees and other contingent obligations), with (A) a carveout for debt constituting project financing and other permitted non-recourse indebtedness similar to such carveouts in the Existing Borrower Credit Agreement, (B) baskets for capital leases, purchase money debt, non-guarantor debt, receivables facilities, debt acquired or assumed in connection with a permitted acquisition and certain other secured debt, in amounts to be agreed and (C) unsecured debt subject to *pro forma* compliance with a Consolidated Leverage Ratio 0.25:1.00 inside the then-applicable maintenance covenant level;

(iii) investments (including loans and advances), with (A) a basket utilizing the Available Amount Basket (as defined below), (B) Permitted Acquisitions (to be defined in a manner consistent with the Documentation Principles), (C) baskets for investments in non-guarantor subsidiaries, in joint ventures and in similar businesses, and a general investment basket, all in amounts to be agreed, (D) a basket permitting unlimited investments subject to compliance with a pro forma Consolidated Leverage Ratio not to exceed 2.75:1.00, and (E) a carveout permitting the Borrower to contribute the proceeds of the Term A Facility to one or more of its subsidiaries organized under the laws of Australia for purposes of making of the payments described above under "Purpose";

(iv) sales and other dispositions of property or assets, which shall be permitted subject to (x) a 75% cash consideration requirement for dispositions in excess of an amount to be agreed (with the ability to designate certain non-cash assets as cash), (y) a fair market value requirement, and (z) a requirement that the proceeds of asset sales be applied in accordance with "Mandatory Prepayments";

(v) share buybacks, payments of dividends and other distributions and prepayments of subordinated indebtedness (collectively, " ***Restricted Payments*** "), with (A) a basket utilizing the Available Amount Basket (subject to absence of event of default and *pro forma* compliance with a Consolidated Leverage Ratio 0.50:1.00 inside the then-applicable maintenance covenant level), (B) share buybacks in the ordinary course of business, consistent with past practice, from employees, officers, directors or consultants or pursuant to benefit plans, employment agreements or stock purchase plans, (C) a general basket in an annual amount to be agreed, (D) unlimited Restricted Payments subject to compliance with a *pro forma* Consolidated Leverage Ratio not to exceed 2.25:1.00 and (E) dividends in respect of the Borrower's common stock in amounts (on a per share basis, subject to adjustments for any issuances, splits, reverse splits or other reductions or increases in the number of outstanding shares of common stock) consistent with the dividend plan of the Borrower disclosed to the Lead Arranger prior to the date of the Commitment Letter; and

(vi) the following: (A) changes in the nature of business, (B) transactions with affiliates, (C) burdensome agreements, (D) use of proceeds, (E) amendments of organizational documents, (F) changes in fiscal year or in accounting policies or reporting practices, (G) designation of other senior debt, (H) sale and leaseback transactions (which shall be permitted in the absence of an event of default so long as any corresponding capital leases and liens are permitted), (I) OFAC and other sanctions; and (J) FCPA and other anti-corruption laws.

(b) Financial Covenants - The following (the " ***Financial Covenants*** "):

- Term B Facility: None.
- Revolving Credit Facility, Term A Facility and PLOC Facility:
    - oConsolidated Interest Coverage Ratio (ratio of EBITDA to interest payments), not to be

less than 3.00 to 1.00.

oConsolidated Leverage Ratio not to be greater as of the end of any fiscal quarter than the following (provided that at any time prior to the Term A Commitment Termination Date, the Consolidated Leverage Ratio will be computed for all purposes to include as the outstanding amount of the Term A Facility the greater of (a) the actual amount outstanding or (b) the lesser of (i) $350 million and (ii) the actual loans outstanding plus the unused commitments thereunder):

Fiscal Quarter ending:	**Maximum Consolidated Leverage Ratio**
First Test Date (as defined below) through March 31, 2019	4.50 to 1.00
June 30, 2019 through September 30, 2019	4.25 to 1.00
December 31, 2019 through September 30, 2020	4.00 to 1.00
December 31, 2020 and each fiscal quarter thereafter	3.50 to 1.00

Each of the ratios referred to above will be calculated as of the last day of each fiscal quarter of the Borrower on a consolidated basis for the Borrower and its subsidiaries for each consecutive four fiscal quarter period, beginning with the last day of the first full fiscal quarter after the fiscal quarter in which the Closing Date occurs (the " ***First Test Date*** ").

EVENTS OF DEFAULT: Limited to the following (to be applicable to the Borrower and its subsidiaries): (i) nonpayment in the required currency of principal, interest, fees or other amounts (subject, in the case of interest, fees and other amounts, to a 5 day grace period); (ii) failure to perform or observe covenants set forth in the Facilities Documentation within a specified period of time, where customary and appropriate, after such failure (provided that the failure to comply with any Financial Covenant shall not itself constitute an event of default for purposes of the Term B Facility unless and until the requisite Lenders under the Senior Credit Facilities other than the Term B Facility have actually declared all obligations under such facilities to be due and payable in accordance with the Facilities Documentation); (iii) any representation or warranty proving to have been incorrect in any material respect (without duplication of materiality) when made or confirmed; (iv) cross-default to other indebtedness in an amount equal to $100 million or greater (and such failure shall continue after any applicable grace period); (v) bankruptcy and insolvency defaults with respect to any Loan Party or Material Subsidiary (with 90 day grace period for involuntary proceedings); (vi) inability to pay debts (with respect to any Loan Party or Material Subsidiary); (vii) monetary judgment defaults in an amount equal to $100 million or greater (in excess of insurance) and nonmonetary judgment defaults that have, or could reasonably be expected to have a Material Adverse Effect; (viii) customary ERISA defaults; (ix) actual or asserted invalidity or impairment of any material provision of the Facilities Documentation ; (x) any security interest in any material portion of the Collateral shall cease to be enforceable and of the same priority purported to be created thereby; (xi) change of control of the Borrower.

AVAILABLE AMOUNT: The Facilities Documentation will include a provision for the availability of an amount (the " *Available Amount Basket* "), which can be used for investments and Restricted Payments and shall mean a cumulative amount equal to (a) $140 million, plus (b) the retained portion of Excess Cash Flow, plus (c) the cash proceeds of the issuance of equity interests by the Borrower (other than disqualified stock) after the Closing Date, plus (d) the net cash proceeds received by the Borrower from debt and disqualified stock issuances that have been issued after the Closing Date and which have been exchanged or converted into qualified equity, plus (e) the net cash proceeds received

by the Borrower and its subsidiaries from sales of investments made using the Available Amount Basket, plus (f) Declined Amounts.

LIMITED CONDITION TRANSACTION: For purposes of (i) determining compliance with any provision of the Facilities Documentation which requires the calculation of any leverage ratio or other financial test, (ii) determining compliance with representations, warranties, defaults or events of default or (iii) testing availability under baskets set forth in the Facilities Documentation (including baskets measured as a percentage of total assets or EBITDA), in each case, in connection with a Limited Condition Transaction, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Transaction, an " *LCT Election* "), the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive agreements for such Limited Condition Transaction are entered into or irrevocable notice is given (the " *LCT Test Date* "), and if, after giving pro forma effect to the Limited Condition Transaction and the other transactions to be entered into in connection therewith as if they had occurred at the beginning of the most recent test period ending prior to the LCT Test Date, the Borrower could have taken such action on the relevant LCT Test Date in compliance with such ratio or basket, such ratio or basket shall be deemed to have been complied with.

ASSIGNMENTS AND PARTICIPATIONS:

Revolving Credit Facility Assignments : Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each Lender will be permitted to make assignments to other financial institutions in respect of the Revolving Credit Facility in a minimum amount equal to $5 million.

PLOC Facility Assignments : Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each Lender will be permitted to make assignments to other financial institutions in respect of the PLOC Facility in a minimum amount equal to $5 million.

Term A Facility Assignments : Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each Lender will be permitted to make assignments to other financial institutions in respect of the Term A Facility in a minimum amount equal to $5 million.

Term B Facility Assignments : Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each Lender will be permitted to make assignments to other financial institutions in respect of the Term B Facility in a minimum amount equal to $1 million.

Consents : The consent of the Borrower (which consent shall be deemed to have been provided in the event the Borrower shall not have objected within five business days of receiving notice of such proposed assignment) will be required unless (i) a payment or bankruptcy Event of Default has occurred and is continuing, (ii) in the case of any assignment under any Pro Rata Facility, the assignment is to a Lender under any Pro Rata Facility, an affiliate of such a Lender or an Approved Fund (as such term shall be defined in the Facilities Documentation) of such a Lender or (iii) such assignment is made prior to the Syndication Assistance Termination Date in connection with the initial syndication of the Senior Credit Facilities . The consent of the Administrative Agent will be required for any assignment (i) in respect of the Revolving Credit Facility, the PLOC Facility or an unfunded commitment under the Term A Facility to an entity that is not a Lender with a commitment in respect of the applicable facility, an affiliate of such a Lender or an Approved Fund in respect of such a Lender or (ii) of any outstanding term loan to an entity that is not a Lender, an affiliate of a Lender or an Approved Fund. The consent of (i) each RCF Fronting Bank and the lender of any Swingline Loan will be required for any assignment under the Revolving Credit Facility and (ii) each PLOC Facility Fronting Bank will be required for any assignment under the PLOC Facility.

No assignment or participation shall be made to any natural person, any Disqualified Lender, or (subject to "Buybacks" below) the Borrower or any of the Borrower's affiliates or subsidiaries.

Assignments Generally : An assignment fee in the amount of $3,500 will be charged with respect to each assignment unless waived by the Administrative Agent in its sole discretion. Each Lender will also have the right, without consent of the Borrower or the Administrative Agent, to assign as security all or part of its rights under the Facilities Documentation to any Federal Reserve Bank.

Participations : Lenders will be permitted to sell participations with voting rights limited to significant matters such as changes in amount, rate, maturity

date, releases of all or substantially all of the Collateral or all or substantially all of the value of the guaranty of the Borrower's obligations made by the Guarantors.

Disqualified Lenders: The Facilities Documentation will provide that if any assignment or participation is made to any Disqualified Lender without the Borrower's prior written consent, then the Borrower may, at its sole expense and effort, (a) terminate any commitment of the relevant Disqualified Lender and repay all obligations under the Facilities Documentation owing thereto, (b) purchase any term loans held by such Disqualified Lender at the lesser of (i) par and (ii) the amount that such Disqualified Lender paid to acquire such term loans, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it under the Facilities Documentation and/or (c) require such Disqualified Lender to assign and delegate, without recourse, all of its interests, rights and obligations under the Facilities Documentation to one or more eligible assignees that shall assume such obligations at the lesser of (x) par and (y) the amount that such Disqualified Lender paid to acquire such interests, rights and obligations, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it under the Facilities Documentation; provided that (i) the Borrower shall have paid to the Administrative Agent the applicable assignment fee, (ii) such assignment does not conflict with applicable laws and (iii) in the case of clause (b), the Borrower shall not use the proceeds from any loans under the Senior Credit Facilities to prepay term loans held by Disqualified Lenders. The Administrative Agent shall be entitled to make available to all Lenders the list of Disqualified Lenders. In addition, each assignment and assumption shall include a representation that the assignee is not a Disqualified Lender (and the Administrative Agent may rely conclusively on such representation). In no event shall the Administrative Agent have any liability with respect to the contents, maintenance or distribution of Disqualified Lender list, or any assignment to a Disqualified Lender. Notwithstanding the foregoing, (a) in no event shall the Administrative Agent be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof or of the Facilities Documentation relating to Disqualified Lenders or the list of such Disqualified Lenders and (b) without limiting the generality of the foregoing clause (a), the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or participant or prospective Lender or participant is a Disqualified Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Lender.

AMEND & EXTEND The Facilities Documentation shall provide the right for any individual Lender to agree to extend the maturity date and/or decrease scheduled amortization of its outstanding Term Loan or Incremental Term Loans and/or extend the commitment expiration date of its portion of the Revolving Credit Facility upon the request of Borrower without the consent of the Administrative Agent or any other Lender on to be determined terms and conditions.

BUYBACKS Borrower shall have the right, at its option, to repurchase the loans under the Term B Facility and any Incremental Term Loans constituting "term B" loans pursuant to customary auction procedures or pursuant to open market purchases on a non-pro rata basis, in each case so long as (i) no event of default shall have occurred and be continuing, (ii) all such Term Loans and Incremental Term Loans so acquired shall be immediately cancelled, (iii) the Revolving Credit Facility shall not be utilized to effect any such repurchase and (iv) the Borrower shall either (A) provide a "no MNPI" representation at the time of the buy back or (B) disclose to the relevant Lenders that it is not making such "no MNPI" representation.

DEFAULTING LENDERS The Loan Documents shall contain customary provisions relating to "***defaulting***" Lenders consistent with the Documentation Principles, including provisions relating to providing cash collateral to support Letters of Credit, the suspension of voting rights and of rights to receive certain fees, and assignment of commitments or Loans of such Lenders.

WAIVERS AND AMENDMENTS: Amendments and waivers of the provisions of the loan agreement and other Facilities Documentation will require the approval of Lenders holding loans and commitments representing more than 50% of the aggregate amount of the loans and commitments under the Senior Credit Facilities (the "***Required Lenders***"), except that (a) the consent of each Lender shall be required with respect to (i) the waiver of certain conditions precedent to the initial credit extension under the Senior Credit Facilities (subject to the provisions of the Commitment Letter relating to assignments prior to the Closing Date), (ii) the amendment of certain of the pro rata sharing provisions, (iii) the amendment of the voting percentages of the Lenders, (iv) the release of all or substantially all of the Collateral securing the Senior Credit Facilities, and (v) the release of all or substantially all of the value of the guaranty of the Borrowers' obligations made by the Guarantors; (b) the consent of each Lender affected thereby shall

be required with respect to (i) increases or extensions in the commitment of such Lender, (ii) reductions of principal, interest or fees, and (iii) extensions of scheduled maturities or times for payment; and (c) only the consent of Lenders holding loans and commitments representing more than 50% of the aggregate amount of the loans and commitments under the Revolving Credit Facility, the PLOC Facility and the Term A Facility shall be required to change the Financial Covenants (or any defined term used therein or in the definitions of such defined terms) or waive a default with respect thereto; and (d) the consent of the Lenders holding more than 50% of the loans and commitments under the applicable facility shall be required with respect to certain other matters. The Facilities Documentation shall contain customary "amend and extend" provisions.

INDEMNIFICATION: The Loan Parties will indemnify and hold harmless the Administrative Agent, each Lead Arranger, each other agent, each Lender, each of their respective affiliates and each of their respective partners, officers, directors, employees, agents, trustees, administrators, managers, advisors and other representatives (each, an " ***Indemnified Party*** ") from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, damages, losses, liabilities and expenses (including, without limitation, the reasonable fees, disbursements and other charges of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (a) the execution or delivery of any Facilities Documentation or any agreement or instrument contemplated thereby, the performance by the parties thereto of their respective obligations thereunder, the consummation of the Senior Credit Facilities or any of the other Transactions or, in the case of the Administrative Agent (and any sub-agent thereof) and its related parties only, the administration of the Facilities Documentation, (b) any loan or Letter of Credit or the use or proposed use of the proceeds therefrom, (c) any actual or alleged presence or release of hazardous materials on or from any property owned or operated by the Borrower or any of its subsidiaries, or any environmental liability related in any way to the Borrower or any of its subsidiaries, or (d) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnified Party is a party thereto, IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE, except to the extent such claim, damage, loss, liability or expense is found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from (i) such Indemnified Party's bad faith, gross negligence or willful misconduct or (ii) such Indemnified Party's material breach of its obligations under the Facilities Documentation or (iii) a dispute solely among Indemnified Parties not arising from any act or omission of the Borrower or any of the Borrower's affiliates (other than a claim against any agent, arranger or lender solely in its capacity as an arranger or agent or any similar capacity under any of the Facilities); provided that, in the case of legal expenses, the Loan Parties' obligations hereunder shall be limited to the reasonable fees, disbursements and other charges of one primary counsel, one local counsel in each relevant jurisdiction (including Australia), one specialty counsel for each relevant specialty and one or more additional counsel if one or more conflicts of interest, or perceived conflicts of interest, arise, and such additional counsel are necessary to resolve such conflicts and are notified in writing to you.

GOVERNING LAW: State of New York.

FEES AND EXPENSES: As set forth in Addendum I to this Exhibit B.

COUNSEL TO THE ADMINISTRATIVE AGENT: McGuireWoods LLP.

OTHER: Each of the parties shall (i) waive its right to a trial by jury and (ii) submit to New York jurisdiction. The Facilities Documentation will contain customary provisions consistent with the Documentation Principles with respect to increased costs, withholding tax, capital adequacy, yield protection, EU Bail-In,

replacement of lenders and a representation by the Lenders with respect to certain ERISA matters.

Addendum I to Exhibit B

PRICING, FEES AND EXPENSES

INTEREST RATES: The interest rates per annum applicable to the Senior Credit Facilities (other than in respect of Swingline Loans) will be the Eurocurrency Rate (to be defined in the Facilities D ocumentation with respect to the applicable currency, and which shall not in any event be less than 0%) *plus* the Applicable Margin (as defined below) or, solely in the case of loans made in U.S. Dollars, at the option of the Borrower, the Base Rate (to be defined as the highest of (a) the Federal Funds Rate plus ½ of 1%, (b) the Bank of America prime rate and (c) the one month LIBOR for U.S. Dollars (which shall in no event be less than 0%) plus 1.00%) *plus* the Applicable Margin.

" ***Applicable Margin*** " means (a) with respect to the Senior Credit Facilities other than the Term B Facility (the " ***Pro Rata Facilities*** "), (i) from the Closing Date until the delivery of financial statements for the first full fiscal quarter after the fiscal quarter in which the Closing Date occurs, the percentage per annum set forth at Tier II in the Pricing Grid (as defined below) and (ii) thereafter, a percentage per annum to be determined in accordance with the Pricing Grid based on the Consolidated Leverage Ratio and (b) with respect to the TLB Facility, if the CFR Rating (as defined below) is (i) Level 1, 2.75% per annum, (ii) Level 2, 3.00% per annum or (iii) Level 3, 3.25% per annum. Each Swingline Loan shall bear interest at the Base Rate *plus* the Applicable Margin with respect to the Pro Rata Facilities.

The Borrower may select interest periods of one, two, three or six months for Eurocurrency Rate loans or, upon consent of all of the Lenders under the applicable facility, such other period that is twelve months or less, subject to availability. Interest shall be payable at the end of the selected interest period, but no less frequently than quarterly.

During the continuance of any default under the Facilities Documentation, the Applicable Margin on overdue obligations owing under the loan documentation shall increase by 2% per annum (subject, in all cases other than a default in the payment of principal when due, to the request of the Required Lenders).

The Facilities Documentation for the Senior Credit Facilities will include the Administrative Agent's customary provisions for the replacement of LIBOR in the event of its non-temporary unavailability or replacement.

COMMITMENT FEE: Commencing on the Closing Date, a commitment fee shall be payable on the actual daily unused portions of the Senior Credit Facilities (including the Term A Facility) at a rate per annum equal to (a) from the Closing Date until the delivery of financial statements for the first full fiscal quarter after the fiscal quarter in which the Closing Date occurs, the percentage per annum set forth at Tier II in the Pricing Grid and (b) thereafter, a percentage per annum to be determined in accordance with the Pricing Grid. Such fee shall be payable quarterly in arrears, commencing on the first quarterly payment date to occur after the Closing Date.

LETTER OF CREDIT FEES: With respect to Financial Letters of Credit and Commercial Letters of Credit, letter of credit fees shall be payable on the maximum amount available to be drawn under each such Letter of Credit at a rate per annum equal to the Applicable Margin from time to time applicable to Eurocurrency Rate loans under the Revolving Credit Facility.

With respect to Performance Letter of Credit, letter of credit fees shall be payable on the maximum amount available to be drawn under each Performance Letter of Credit (whether issued under the Revolving Credit Facility or the PLOC Facility) at a rate per annum equal to (a) from the Closing Date until the delivery of financial statements for the first full fiscal quarter after the fiscal quarter in which the Closing Date occurs, the percentage per annum set forth at Tier II in the Pricing Grid and (b) thereafter, a percentage per annum to be determined in accordance with the Pricing Grid. Such fees will be (i) payable quarterly in arrears,

commencing on the first quarterly payment date to occur after the Closing Date, and (ii) shared proportionately by the Lenders under the Revolving Credit Facility or the PLOC Facility, as applicable. In addition, a fronting fee shall be payable to the applicable Fronting Bank for its own account, in an amount to be mutually agreed, with respect to each Letter of Credit.

PRICING GRID: The Applicable Margin, the commitment fee rate and each letter of credit fee rate shall be determined in accordance with the following pricing grid based on the Consolidated Leverage Ratio (the " ***Pricing Grid*** "), and assuming a CFR Rating at Level 2, commencing with the date of delivery of financial statements for the first full fiscal quarter after the fiscal quarter in which the Closing Date occurs:

Tier	*Consolidated Leverage Ratio*	*Applicable Margin for Base Rate Loans*	*Applicable Margin for Eurocurrency Rate Loans / Financial Letter of Credit Fee Rate / Commercial Letter of Credit Fee Rate*	*Commitment Fee Rate*	*Performance Letter of Credit Fee Rate*
I	≥ 4.00:1.00	2.00%	3.00%	0.400%	1.80%
II	< 4.00:1.00, but ≥ 3.00:1.00	1.75%	2.75%	0.350%	1.65%
III	< 3.00:1.00, but ≥ 2.00:1.00	1.50%	2.50%	0.325%	1.50%
IV	< 2.00:1.00	1.25%	2.25%	0.300%	1.35%

; provided , that (a) in the event the CFR Rating is Level 1, (i) the rate per annum in the columns labeled "Applicable Margin for Base Rate Loans" and "Applicable Margin for Eurocurrency Rate Loans / Financial Letter of Credit Fee Rate / Commercial Letter of Credit Fee Rate" will decrease by 0.25% at each Tier and (ii) the rate per annum in the column labeled "Commitment Fee Rate" will decrease by 0.05% at each Tier, and (b) in the event the CFR Rating is Level 3, (i) the rate per annum in the columns labeled "Applicable Margin for Base Rate Loans" and "Applicable Margin for Eurocurrency Rate Loans / Financial Letter of Credit Fee Rate / Commercial Letter of Credit Fee Rate" will increase by 0.25% at each Tier and (ii) the rate per annum in the column labeled "Commitment Fee Rate" will increase by 0.05% at each Tier. At each Level of CFR Rating and at each Tier of the Pricing Grid, the "Performance Letter of Credit Fee Rate" will equal a rate per annum that is 60% of the Applicable Margin for Eurocurrency Rate Loans.

" CFR Rating " means the corporate family rating of the Borrower in effect on the date of determination with respect to the setting of pricing and allocation of the Senior Credit Facilities as determined by either or both of S&P or Moody's (collectively, the " CFR Ratings ") after January 1, 2018 and giving effect to the Transactions; provided that (a) if the respective CFR Ratings issued by the foregoing rating agencies differ by one level, then the higher of such CFR Ratings shall apply (with the CFR Rating for Level 1 being the highest and the CFR Rating for Level 3 being the lowest); (b) if there is a split in CFR Ratings of more than one level, then the Level that is one level lower than the Level of the higher CFR Rating shall apply; (c) if the Borrower has only one CFR Rating or does not have any CFR Rating, Level 3 shall apply. The Levels for the CFR Rating shall be:

Level	*CFR Ratings S&P/ Moody's*
1	BB/Ba2 or better
2	BB-/Ba3
3	B+/B1 or worse

CALCULATION OF INTEREST AND FEES: Other than calculations in respect of the Base Rate (which shall be made on the basis of actual number of days elapsed in a 365/366 day year), all calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360 day year.

COST AND YIELD

PROTECTION: Customary for transactions and facilities of this type, including, without limitation, in respect of breakage or redeployment costs incurred in connection with prepayments, changes in capital adequacy and capital requirements or their interpretation, illegality, unavailability, reserves without proration or offset and payments free and clear of withholding or other taxes.

EXPENSES: The Borrower will pay all reasonable costs and expenses associated with the preparation, due diligence, administration, syndication and closing of all Facilities Documentation , including, without limitation, the legal fees of counsel to the Administrative Agent and the Lead Arranger (limited to one primary counsel, reasonably necessary specialty counsel and reasonably necessary local counsel in each relevant local jurisdiction (which shall in any event include Australia)), regardless of whether or not the Senior Credit Facilities are closed. The Borrower will also pay the expenses of the Administrative Agent and each Lender in connection with the enforcement of any of the Facilities Documentation, limited in the case of legal fees of counsel to the reasonable fees, disbursements and other charges of one primary counsel, one local counsel in each relevant jurisdiction (including Australia), one specialty counsel for each relevant specialty and one or more additional counsel if one or more conflicts of interest, or perceived conflicts of interest, arise, and such additional counsel are necessary to resolve such conflicts and are notified in writing to you.

EXHIBIT C
(to Commitment Letter dated as of February 22, 2018)

PROJECT SAPPHIRE
KBR, INC.
CONDITIONS PRECEDENT TO CLOSING DATE

Capitalized terms used but not defined in this Exhibit C shall have the meanings set forth in the Commitment Letter or in the other Exhibits to the Commitment Letter. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit C shall be determined by reference to the context in which it is used.

The closing and the making of the initial extensions of credit under the Senior Credit Facilities will be subject to the satisfaction of the following conditions precedent:

1. Subject in all respects to the Limited Conditionality Provision, the Facilities Documentation , which shall be consistent with the Documentation Principles, will have been executed and delivered to the Lead Arranger and the Administrative Agent and the Lead Arranger shall have received customary legal opinions (including customary opinions of special counsel and local counsel (including Australia counsel) as may be reasonably requested by the Administrative Agent), evidence of authorization, organizational documents, good standing certificates (or foreign equivalent, in each case with respect to the applicable jurisdiction of incorporation or organization of each Loan Party to the extent applicable in such jurisdiction), a customary officer's certificate, a customary borrowing notice and a solvency certificate of the Borrower's chief financial officer (certifying that, after giving effect to the Closing Date Transactions, the Borrower and its subsidiaries on a consolidated basis are solvent) in substantially the form of Annex I to this Exhibit C .

2. The Lead Arranger shall have received satisfactory evidence that (a) the Refinancing shall have been consummated or will be consummated substantially concurrently with the initial borrowing under the Senior Credit Facilities (including customary payoff letters, commitment terminations and lien releases), (b) all obligations of the Target under that certain Credit Agreement dated as of October 30, 2017 (the " ***Existing Target Credit Agreement*** ") by and among the Target, certain subsidiaries of the Target, Bank of America, N.A., as administrative agent, and the lenders and other parties party thereto (as amended through the date of the Commitment Letter), shall have been repaid (or will be repaid substantially concurrently with the initial borrowing under the Senior Credit Facilities) and all commitments to extend credit under such credit agreement shall have been terminated and any security interests and guarantees in connection therewith shall have been (or shall be substantially concurrently with the initial borrowing under the Senior Credit Facilities) terminated and/or released and all letters of credit terminated (other than those grandfathered into, backstopped by or cash collateralized under the Senior Credit Facilities) (including customary payoff letters, commitment terminations and lien releases), and (c) subject to the Limited Conditionality Provision, the Administrative Agent (on behalf of the Lenders) shall have a valid and perfected first priority (subject to certain exceptions to be set forth in the Facilities Documentation) lien and security interest in the Collateral.

3. Since the date of the Purchase Agreement, there shall not have been a Material Adverse Effect (as defined in the Purchase Agreement).

4. The Lead Arranger shall have received true and correct fully-executed copies of the Purchase Agreement (including all exhibits, annexes, schedules, other attachments and other disclosure letters thereto). The Acquisition shall have been consummated, or

substantially simultaneously with the initial borrowing under the Senior Credit Facilities shall be consummated (including the consummation of the applicable regulatory requirements and receipt of the applicable third party consents, in each case, as set forth in the Purchase Agreement), in each case in accordance with the terms of the Purchase Agreement, after giving effect to any modifications, amendments, consents or waivers, other than those modifications, amendments, consents or waivers that are materially adverse to the interests of the Lenders, the Administrative Agent and the Lead Arranger; *provided* that (1) any amendment to the definition of "Material Adverse Effect "and any amendment to the "Xerox" provisions or the governing law provisions in the Purchase Agreement shall, in each case, be deemed to be material and adverse to the interests of the Lenders, the Administrative Agent and the Lead Arranger and shall require the consent of the Lead Arranger (not to be unreasonably withheld, delayed or conditioned), (2) any reduction to the purchase price in respect of the Acquisition by more than 10% shall be deemed to be material and adverse to the interests of the Lenders, the Administrative Agent and the Lead Arranger unless such reduction is applied to reduce the principal amount of the Term B Facility dollar for dollar, (3) any increase in the purchase price in respect of the Acquisition shall not be deemed to be material and adverse to the interests of the Lenders, the Administrative Agent or the Lead Arranger unless such increase is funded with indebtedness (other than borrowings under the Revolving Credit Facility to the extent permitted to be funded on the Closing Date hereunder), and (4) any increase or decrease in the purchase price in respect of the Acquisition pursuant to any purchase price or similar adjustment provisions set forth in the Purchase Agreement (as in effect on the date hereof) shall not constitute a modification, amendment, consent or waiver to the Purchase Agreement.

5. The Administrative Agent, the Lead Arranger and each Lender shall have received at least one business day before the Closing Date all documentation and other information about the Loan Parties and their subsidiaries that shall have been reasonably requested by the Administrative Agent, the Lead Arranger or a Lender in writing at least five business days prior to the Closing Date and that the Administrative Agent, the Lead Arranger and/or any Lender reasonably determines is required by applicable regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act (*provided* that such information shall, to the extent requested at least 10 business days prior to the Closing Date, have been provided at least five business days prior to the Closing Date).

6. The Lead Arranger shall have received (a) a pro forma consolidated balance sheet and related pro forma consolidated statement of income of the Borrower and its subsidiaries as of, and for the twelve month period ending on, the last day of the most recently completed four fiscal quarter period ended at least 45 days prior to the Closing Date (or 90 days prior to the Closing Date in case such four fiscal quarter period is the end of the Borrower's fiscal year), prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such statement of income), (b) consolidated forecasts for the Borrower and its subsidiaries (after giving effect to the Transactions) of balance sheets, income statements and cash flow statements on an annual basis for each year during the five-year term of the Pro Rata Facilities and on a quarterly basis for the first year after the Closing Date, (c) audited consolidated balance sheets of the Borrower and its consolidated subsidiaries as at the end of, and related statements of income and cash flows of the Borrower and its consolidated subsidiaries for, the fiscal years ended December 31, 2015, December 31, 2016 and December 31, 2017 (it being agreed that public filing of the required financial statements on Form 10-K by the Borrower will be deemed to satisfy the foregoing requirements in this clause (c)), (d) audited consolidated balance sheets of the Target and its consolidated subsidiaries as at the end of, and related statements of income and cash flows of the Target and its consolidated subsidiaries for, the fiscal years ended September 30, 2015, September 30, 2016 and September 30, 2017 (it being agreed that as of the date hereof, the Lead Arranger has received the historical financial statements referred to in this clause (d)), (e) unaudited consolidated balance sheet of the Borrower and its consolidated subsidiaries as at the end of, and related statements of income and cash flows of the Borrower and its consolidated subsidiaries for, each subsequent fiscal quarter (other than the fourth fiscal quarter of any fiscal year) of the Borrower and its consolidated subsidiaries ended after December 31, 2017 and ended at least 45 days before the Closing Date and (f) unaudited consolidated balance sheet of the Target and its consolidated subsidiaries as at the end of, and related statements of income and cash flows of the Target and its consolidated subsidiaries for, each subsequent fiscal quarter (other than the fourth fiscal quarter of any fiscal year) of the Target and its consolidated subsidiaries ended after September 30, 2017 and ended at least 45 days before the Closing Date.

7. All (a) fees required to be paid on the Closing Date pursuant to the Commitment Letter and/or the Fee Letters in connection with the Senior Credit Facilities and (b) reasonable out-of-pocket expenses required to be paid on the Closing Date pursuant to the Commitment Letter (to the extent, with respect to out-of-pocket expenses, invoiced at least three business days (or such shorter time as the Borrower may agree) prior to the Closing Date)) shall, substantially concurrently with the initial borrowing under the Senior Credit Facilities, have been paid.

8. The Lead Arranger shall have been afforded a "Marketing Period" of at least 20 consecutive business days after receipt of all information customarily provided by a borrower for inclusion in the Confidential Information Memorandum with respect to senior secured credit facilities to be utilized in connection with acquisition transactions (the " ***Required Bank Information*** ") to syndicate the Senior Credit Facilities; provided that such 20 business day period shall exclude March 30, 2018. If you in good faith reasonably believe that you have delivered the Required Bank Information, you may deliver to the Lead Arranger written notice to that effect (stating when you believe you completed any such delivery), in which case you shall be deemed to have delivered such Required Bank Information on the date such notice is received, unless the Lead Arranger in good faith reasonably believes that you have not completed delivery of such Required Bank Information and, within three business days after its receipt of such notice from you, the Lead Arranger delivers a written notice to you to that effect (stating with specificity what Required Bank Information you have not

delivered).

9. The Specified Representations and the Specified Purchase Agreement Representations are true and correct in all material respects (disregarding all qualifications or limitations as to "materiality", "Material Adverse Effect" and words of similar import set forth therein), as of the Closing Date as though made on and as of the Closing Date (except to the extent such representation or warranty expressly relates to a specified date, in which case on and as of such specified date), as certified by a responsible officer of the Borrower, and the Closing Date and initial funding of the Senior Credit Facilities shall have occurred on or before the Outside Date. In the event the Acquisition closes prior to the Closing Date, the accuracy of the Specified Purchase Agreement Representations (and whether you or your applicable affiliates would have had the right to terminate your and/or their obligations under the Purchase Agreement, or to decline to consummate the Acquisition pursuant to the Purchase Agreement, as a result of a breach of such representation in the Purchase Agreement on the Closing Date) will be determined as if the Acquisition were closing on the Closing Date.

10.

CONFIDENTIAL ANNEX I to EXHIBIT C

Form of Solvency Certificate

Date: _____

Reference is made to Credit Agreement, dated as of [●], 2018 (the " ***Credit Agreement*** "), among KBR, INC., a Delaware corporation (the " ***Borrower*** "), the other borrowers party thereto as of the date hereof (if any), the lending institutions from time to time parties thereto (the " ***Lenders*** "), and Bank of America, N.A,, as Administrative Agent.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement. This certificate is furnished pursuant to Section [●] of the Credit Agreement.

The undersigned certifies that **[** he/she **]** is the duly appointed, qualified and acting chief financial officer of the Borrower. The undersigned acknowledges that the Administrative Agent and the Lenders are relying on the truth and accuracy of this certificate in connection with the Transactions.

Solely in my capacity as a financial executive officer of the Borrower and not individually (and without personal liability), I hereby certify, that as of the date hereof, based on such materials and information as I have deemed relevant to the determination of the matters set forth in this certificate, after giving effect to the consummation of the Transactions and the incurrence of the indebtedness and obligations being incurred in connection with the Credit Agreement and the Transactions:

1. The sum of the liabilities (including contingent liabilities) of the Borrower and its subsidiaries, on a consolidated basis, does not exceed the present fair saleable value of the present assets of the Borrower and its subsidiaries, on a consolidated basis.

2. The fair value of the property of the Borrower and its subsidiaries, on a consolidated basis, is greater than the total amount of liabilities (including contingent liabilities) of the Borrower and its subsidiaries, on a consolidated basis.

3. The capital of the Borrower and its subsidiaries, on a consolidated basis, is not unreasonably small in relation to their business as contemplated on the date hereof.

4. The Borrower and its subsidiaries, on a consolidated basis, have not incurred and do not intend to incur, or believe that they will incur, debts including current obligations beyond their ability to pay such debts as they become due (whether at maturity or otherwise).

For purposes of this certificate, the amount of any contingent liability has been computed as the amount that, in light of all of the facts and circumstances existing as of the date hereof, represents the amount that would reasonably be expected to become an actual or matured liability.

IN WITNESS WHEREOF, I have executed this Certificate this as of the date first written above.

KBR, INC.

By:

Name:
Title: Chief Financial Officer

EXHIBIT 99.1

KBR Announces Financial Results for Fourth Quarter and Fiscal 2017 ; Guidance for Fiscal 2018

- **Q4 and 2017 GAAP EPS of $1.94 and $3.06 , respectively**
- **Adjusted EPS [(1)] for Q4 and 2017 of $0.28 and $1.49, respectively**
- **Operating cash flow of $193 million for fiscal 2017**
- **Book-to-bill 1.2 for Q4**
- **Assumed operational management of Aspire Defence joint venture**
- **Adjusted EPS [(1)] Guidance for 2018 set at $1.35 to $1.45**

HOUSTON, Texas - February 23, 2018 - KBR, Inc. (NYSE: KBR) today announced strong fourth quarter and fiscal 2017 financial results. KBR, a global provider of differentiated, professional services and technologies across the asset and program life cycle within the government services and hydrocarbons industries, has posted positive earnings results in every quarter of 2017, continuing to build on consistent profit momentum and positioning the company for stable and predictable long-term growth.

“We continue to make progress on our strategy to establish KBR as a global leader in differentiated professional services and technologies and to position the company for strong long-term growth with reduced risk and increased financial flexibility,” said Stuart Bradie, KBR President and CEO. “We delivered consistently positive results throughout this year in terms of earnings and improved cash flow, meeting or exceeding what we set out to achieve at the beginning of the year for all our key metrics."

KBR trended positively in bookings in the second half of 2017, with an overall book-to-bill of 1.2 in Q4 which also was a record quarter of bookings and margins in our Technology and Consulting (T&C) business. T&C achieved a 2.6 book-to-bill in the quarter, and our Government Services (GS) business delivered 1.3.

"These results signal improving fundamentals in our core markets and fuel positive momentum as we enter 2018," said Bradie.

KBR also announced that it has entered into a definitive agreement to acquire SGT, a leading provider of technology solutions, engineering services, mission operations and scientific and IT software solutions. Upon completion of the transaction, KBR's global Government Services business, KBRwyle, will be positioned as one of the top tier service providers at NASA, across multiple space centers and delivers enhanced life-cycle capabilities to support our customers needs in current and evolving markets for NASA, military, and commercial space. KBR has also assumed operational management of the Aspire Defence project joint venture in the U.K., which will further add to its government services base with a long term, predictable profit and cash flow stream. This joint venture has been performing services for the Ministry of Defence since 2006.

"Acquiring SGT and our greater role on Aspire will enhance our growth in the Government Services business segment,” said Bradie.

[(1)] See additional information at the end of this release regarding non-GAAP financial measures.

Summary Fourth Quarter Results:

Consolidated revenue in the fourth quarter of 2017 was $937 million compared to $1.2 billion in the fourth quarter of 2016 . The 6% organic revenue growth in both our GS and T&C segments was offset by completion or substantial completion on various projects in our Engineering and Construction (E&C) segment and the completion of the execution phase of our last domestic EPC power project in the Non-strategic Business (NSB) segment.

Gross profit improved to $65 million compared to gross profit of $6 million in the prior year quarter. Consistent project delivery across all segments and strong margin performance in our T&C segment were key contributors in the quarter. Equity in earnings were $8 million compared to $10 million in the prior year. The write down related to a shareholder loan receivable from our joint venture partner, Carillion plc, in our GS segment was partially offset by increased earnings on our industrial services joint venture in the E&C segment.

Net income attributable to KBR was $275 million , or $1.94 per diluted share in the fourth quarter of 2017 compared to net loss of $(87) million , or $(0.61) per diluted share in the fourth quarter of 2016. Net income for 2017 includes a net tax benefit of $241 million, which reflects a reduction in our tax valuation allowance of $223 million as well as net benefits from new tax reform legislation. The reduction in the tax valuation allowance was triggered by the restoration of profitability at KBR, including coming out of a three year cumulative loss position and having a more predictable and stable long-term profit outlook resulting from portfolio improvements and de-risking actions taken over the past three years. The $18 million tax benefit attributed to the “Tax Act” of 2017 resulted from revaluation of deferred tax liabilities to the new lower Federal tax rate. There was no effect from the new repatriation tax as the Company was able to use available foreign tax credits to mitigate its impact. Net income attributable to KBR excluding these tax benefits was $34 million in the fourth quarter, compared to the $87 million loss in the prior year quarter. This increase was due to organic growth, solid project execution and strong margins in our GS and T&C segments.

Q4 Fiscal 2017 Segment Business Results (All comparisons are fourth quarter 2017 versus fourth quarter 2016 unless otherwise noted.)

Government Services (GS) Results

GS revenue was $553 million , an increase of $34 million , or 7% , compared to the fourth quarter of 2016. The revenue increase was driven by organic growth and expansion of task orders on existing U.S. Government contracts and growth on existing program management projects in the U.K.

GS gross profit was $42 million (7.6% of revenues), a decrease of $1 million from fourth quarter 2016. The fourth quarter of 2016 benefited from a non-recurring gain from an Iraqi tax benefit.

Equity in earnings of unconsolidated affiliates was $2 million , a decrease of $8 million from the prior year, with the variance attributed to a write down of a shareholder loan receivable from our joint venture partner, Carillion plc, in our Aspire joint venture in the U.K.

(1) See additional information at the end of this release regarding non-GAAP financial measures.

Technology & Consulting (T&C) Results

T&C's revenue was $90 million , an increase of $5 million , or 6% , compared to the fourth quarter of 2016 . The increase was due primarily to continued demand for our technologies and organic growth in consulting services for upstream projects.

T&C's gross profit was $28 million (31% of revenues), up $4 million from the fourth quarter of 2016 , due to a favorable mix of technology fees and stronger consulting performance plus overall benefits of efficiency.

Engineering & Construction (E&C) Results

E&C's revenue was $293 million , a decrease of $237 million from the fourth quarter of 2016 , primarily due to completion or near completion of several projects across the segment.

E&C's gross loss was $5 million (-1.7% of revenues), an improvement of $53 million compared to the fourth quarter of 2016 . The improvement from prior year can be attributed to solid project execution and losses associated with a downstream legacy lump-sum EPC project during the fourth quarter of 2016 that did not recur in 2017. The gross loss in the quarter was driven by labor and overhead utilization inefficiencies associated with the completion of several projects while new projects have not yet materialized.

Equity in earnings of unconsolidated affiliates was $6 million , an increase of $6 million from the prior year due to improved earnings on our industrial services joint venture in the Americas as well as our joint ventures in Europe. These increases were partially offset by dilution on the Ichthys LNG joint venture, driven by increased estimates to complete resulting in lower progress for the quarter. We expect the dilution in percentage completion will be recovered during 2018 and early 2019.

Non-strategic Business (NSB) Results

NSB revenue was $1 million , a decrease of $55 million from the prior year, primarily due to the completion of the execution phases of our EPC power projects as we exit this business.

NSB gross profit was $0 million , compared to a gross loss of $3 million in the fourth quarter of 2016, due to non-recurring cost increases on a power project in the fourth quarter of 2016.

Summary Fiscal 2017 Results (All comparisons fiscal 2017 versus fiscal 2016)

Revenues were $4.2 billion for 2017 compared to $4.3 billion for 2016 . Excluding our NSB, revenues increased by $75 million to $4.1 billion . The revenue increases were driven by full-year impact of acquisitions and growth within our GS segment, partially offset by completion or substantial completion on several projects in our E&C segment. We have completed our last remaining EPC power project in the NSB segment.

(1) See additional information at the end of this release regarding non-GAAP financial measures.

Gross profit for 2017 improved to $342 million compared gross profit of $112 million in 2016 . The increase in gross profit was driven by growth within our GS and T&C segments, favorable settlement of PEMEX litigation and non-recurrence of unfavorable changes in project estimates and loss provisions in our E&C segment and in our NSB segment. Equity in earnings were $72 million compared to $91 million in the prior year. Increased earnings in our U.K. joint ventures within our GS segment were offset with dilution on the Ichthys LNG joint venture due to increases in estimate at completion. We expect the dilution in percentage completion will be recovered during 2018 and early 2019.

Net income attributable to KBR for 2017 was $434 million or $3.06 per diluted share compared to net loss of $(61) million or $(0.43) per diluted share in 2016. Net income for 2017 includes a net tax benefit of $241 million, which reflects a reduction in our tax valuation allowance of $223 million and a revaluation of deferred tax liabilities to the new lower Federal tax rate.

Summary 2017 Segment Business Results (All comparisons are fiscal 2017 versus fiscal 2016)

Government Services (GS) Results

GS revenue was $2.2 billion in 2017 , an increase of $834 million , or 61% compared to 2016 . This increase was primarily driven by the Wyle and HTSI acquisitions being included for the full year in 2017, and continued expansion under existing U.S. government services contracts. Partially offsetting the increase was a favorable settlement with the U.S. government regarding reimbursement of expensed legal fees related to the sodium dichromate case in 2016.

GS gross profit was $155 million (7.1% of revenues), an increase of $18 million compared to 2016 . This increase was primarily attributable to the same factors affecting revenues per above. Partially offsetting the increase was a favorable settlement with the U.S. government regarding reimbursement of expensed legal fees related to the sodium dichromate case in 2016. Equity in earnings of unconsolidated affiliates was $43 million , an increase of $4 million , or 10% compared to 2016. The increased activity in our Aspire U.K. joint venture and ramp up of the contract within our Affinity joint venture associated with the U.K. Military Flight Training School project was partially offset with a write down of a shareholder loan receivable from our joint venture partner, Carillion plc.

Technology & Consulting (T&C) Results

T&C's revenue was $326 million , a decrease of $21 million , or 6% , compared to 2016 . Increases in catalyst project revenues and consulting revenues were offset by decreases in proprietary equipment sales due to timing of project activity.

T&C's gross profit was $79 million (24.2% of revenues), up $6 million compared to 2016 , driven by a favorable mix of license fees on new awards, stronger consulting performance and overall benefits of efficiency.

Engineering & Construction (E&C) Results

E&C's revenue was $1.6 billion , a decrease of $738 million , or 31% , compared to 2016 , primarily due to completion or near completion of several projects across the segment.

E&C's gross profit was $108 million (6.7% of revenues), an improvement of $101 million compared to 2016 . The improvement from the prior year can be attributed to better project execution, a favorable settlement with PEMEX as well as the non-recurrence of unfavorable changes in estimates on two legacy lump-sum EPC projects that occurred in 2016.

(1) See additional information at the end of this release regarding non-GAAP financial measures.

Equity in earnings of unconsolidated affiliates was $29 million , a decrease of $23 million compared to 2016 . Increased earnings on our industrial services joint venture in the Americas as well as our joint ventures in Europe were offset by dilution on the Ichthys LNG joint venture. The dilution was driven by increased estimates to complete resulting in lower progress and is expected to be recovered during 2018 and early 2019.

Non-strategic Business (NSB) Results

NSB revenue was $38 million , a decrease of $172 million from 2016 , primarily due to the completion of our EPC power projects as we exited this business.

NSB gross profit was $0 million , compared to a gross loss of $105 million in 2016 , due to completion of projects as well as non-recurring cost increases on a power project in 2016.

Cash Flow and Liquidity

Cash flows generated from operating activities totaled $193 million for fiscal 2017 , compared to $61 million in 2016 . Operating cash flows were favorably impacted by significantly improved overall profitability during the 2017. Fiscal 2017 cash flows also benefited from the collection from the PEMEX settlement in Q2, which was offset by cash costs to complete several large projects which had benefited from advance payments from customers in earlier years.

Cash flows used in investing activities totaled $12 million for fiscal 2017, representing modest capital expenditures and minor M&A follow-on activity.

Cash flows used in financing activities totaled $290 million for fiscal 2017, reflecting $189 million used to reduce debt, $53 million used to buy back stock, and $45 million used for regular dividends.

Cash and equivalents at December 31, 2017 totaled $439 million . As of December 31, 2017, our $1 billion revolving credit agreement had an outstanding balance of $470 million.

New Business Awards

Notable new awards:

Government Services

- We were awarded task orders of $120 million to provide biomedical, medical and health services to NASA. These task orders were awarded by NASA under the Human Health and Performance contract, under which we support all human spaceflight programs at the agency’s Johnson Space Center in Houston, Texas .
- We were awarded a task order modification totaling $115 million to provide logistics support services to the U.S. Army. The Army Contracting Command awarded this task order modification under the LogCap IV contract.

(1) See additional information at the end of this release regarding non-GAAP financial measures.

Technology and Consulting

- We were awarded both a license and engineering and a proprietary equipment supply contract by Cangzhou Dahua New Materials Co., Ltd. to build a new polycarbonate plant in Cangzhou City China. Under the terms of the two contracts, KBR will provide its proprietary PCMAX technology, basic engineering design package and proprietary equipment supply for a 100,000 metric tonnes per annum single train plant in Cangzhou.

- We were awarded a contract from Indorama Eleme Fertilizer & Chemicals Limited and Toyo Engineering Corporation for the Train 2 ammonia plant at Indorama's Port Harcourt site in Nigeria. Under the terms of the contract, KBR will provide technology licensing, basic engineering design, proprietary equipment and catalyst for Indorama's planned second ammonia plant in Port Harcourt.

- We were awarded an ammonia plant revamp contract by Rashtriya Chemicals & Fertilizers Ltd (RCF). KBR will provide a technology license and basic engineering design for the RCF ammonia plant at Trombay, Maharashtra, India. The existing plant will be revamped for energy savings to meet the new energy requirements in India.

(1) See additional information at the end of this release regarding non-GAAP financial measures.

Engineering and Construction

- We were selected to carryout Pre-Notice to Proceed (Pre-NTP) services for the Woodfibre liquefied natural gas (LNG) Project. The selection of KBR for Pre-NTP services follows the successful completion of a competitive Front End Engineering Design process for the Woodfibre LNG Project. Woodfibre LNG expects to commence the EPC phase of the Project in 2018.

- We were awarded the Concept and FEED (front-end engineering design) contract by Statoil for their ground breaking Northern Lights Project, to develop an onshore carbon dioxide (CO2) - a known greenhouse gas - storage terminal in Norway. The terminal is a key component of the Carbon Capture and Storage demonstration project being undertaken by Gassnova, where Statoil, in partnership with Shell and Total are responsible for transport and storage.

- Our joint venture, SOCAR-KBR Limited Liability Company has been awarded a FEED contract for the topsides of the Absheron Early Production Project. The platform will be located at SOCAR's Oil Rocks facility and will deliver gas and condensate into the SOCAR network.

- Our joint venture, SOCAR-KBR LLC has been awarded two separate FEED contracts for a new Production, Drilling, Quarters platform - the Azeri Central East platform - to be located in the Azeri-Chirag-Gunashli (ACG) field in the Azerbaijan sector of the Caspian Sea. The joint venture will provide FEED services for the new platform in addition to brownfield tie-ins to other existing platforms in the ACG field.

KBR backlog increased by $0.3 billion to $10.6 billion as of December 31, 2017 compared to $10.3 billion as of September 30, 2017, with backlog growth of $141 million in the T&C business segment and $172 million in the GS business segment more than offsetting declines from our E&C segment.

****2018 Guidance**

Initial guidance for 2018 reflects 100% of the estimated profits from our Aspire Defence Joint Venture in the U.K. starting January 15, 2018, when we assumed operational management of the joint venture, as a result of the January 2018 insolvency of our partner, Carillion plc. Guidance does not include effects from the acquisition of SGT, since that transaction has not yet closed.

The company initiates 2018 fully diluted adjusted earnings per share guidance with a range of $1.35 to $1.45 per share. Our guidance of earnings per share is on an adjusted EPS basis, which excludes legacy legal costs for U.S. Government contracts. A reconciliation of GAAP EPS to adjusted EPS guidance is included at the end of this release. The legacy legal costs are estimated to be approximately $10 million or $0.07 per fully diluted share in 2018. The estimated legacy legal costs do not assume any cost reimbursement from the U.S. Government that could occur in the future.

Operating cash flows for 2018 is estimated to range from $125 to $175 million. Our estimated effective tax rate for 2018 is estimated to range from 22% to 24%. The passage of the new tax legislation had minimal impact on our effective tax rate.

(1) See additional information at the end of this release regarding non-GAAP financial measures.

KBR has commenced actions to complete a recapitalization plan to extend the tenor of our borrowing capacity, finance the SGT acquisition, and provide for a limited amount of future loans to the Ichthys project joint venture. KBR has secured a financing commitment of roughly $2 billion for this recapitalization from a major financial institution and expects to execute the financing components in the first half of 2018. The components are expected to include an unfunded revolver, a letter of credit facility, a term loan, a dedicated line for Ichthys, and potentially a modest amount of equity. The estimated debt rates and relevant costs of this recapitalization have been incorporated into our 2018 guidance.

About KBR, Inc.

KBR is a global provider of differentiated professional services and technologies across the asset and program life cycle within the Government Services and Hydrocarbons industries. KBR employs approximately 34,000 people worldwide (including our joint ventures), with customers in more than 75 countries, and operations in 40 countries, across three synergistic global businesses:

- Government Services, serving government customers globally, including capabilities that cover the full life-cycle of defense, space, aviation and other government programs and missions from research and development, through systems engineering, test and evaluation, program management, to operations, maintenance, and field logistics

- Technology & Consulting, including proprietary technology focused on the monetization of hydrocarbons (especially natural gas and natural gas liquids) in ethylene and petrochemicals; ammonia, nitric acid and fertilizers; oil refining; gasification; oil and gas consulting; integrity management; naval architecture and proprietary hulls; and downstream consulting

- Engineering & Construction, including onshore oil and gas; LNG (liquefaction and regasification)/GTL; oil refining; petrochemicals; chemicals; fertilizers; differentiated EPC; maintenance services (Brown & Root Industrial Services); offshore oil and gas (shallow-water, deep-water, subsea); floating solutions (FPU, FPSO, FLNG & FSRU) and program management

KBR is proud to work with its customers across the globe to provide technology, value-added services, integrated EPC delivery and long term operations and maintenance services to ensure consistent delivery with predictable results. **At KBR, We Deliver** .

Visit www.kbr.com

(1) See additional information at the end of this release regarding non-GAAP financial measures.

Forward Looking Statement

The statements in this press release that are not historical statements, including statements regarding future financial performance, are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are subject to numerous risks and uncertainties, many of which are beyond the company's control that could cause actual results to differ materially from the results expressed or implied by the statements. These risks and uncertainties include, but are not limited to: the outcome of and the publicity surrounding audits and investigations by domestic and foreign government agencies and legislative bodies; potential adverse proceedings by such agencies and potential adverse results and consequences from such proceedings; the scope and enforceability of the company's indemnities from its former parent; changes in capital spending by the company's customers; the company's ability to obtain contracts from existing and new customers and perform under those contracts; structural changes in the industries in which the company operates; escalating costs associated with and the performance of fixed-fee projects and the company's ability to control its cost under its contracts; claims negotiations and contract disputes with the company's customers; changes in the demand for or price of oil and/or natural gas; protection of intellectual property rights; compliance with environmental laws; changes in government regulations and regulatory requirements; compliance with laws related to income taxes; unsettled political conditions, war and the effects of terrorism; foreign operations and foreign exchange rates and controls; the development and installation of financial systems; increased competition for employees; the ability to successfully complete and integrate acquisitions; and operations of joint ventures, including joint ventures that are not controlled by the company.

These forward-looking statements represent KBR's expectations or beliefs concerning future events, and it is possible that the results described in this news release will not be achieved. KBR's most recently filed Annual Report on Form 10-K, any subsequent Form 10-Qs and 8-Ks, and other Securities and Exchange Commission filings discuss some of the important risk factors that KBR has identified that may affect the business, results of operations and financial condition. Any forward looking statement speaks only as of the date on which it is made, and, except as required by law, KBR undertakes no obligation to revise or update publicly any forward-looking statements for any reason.

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KBR, Inc.: Consolidated Statements of Operations
(In millions, except for per share data)
(Unaudited)

	Three Months Ended	
	December 31, 2017	December 31, 2016
Revenues:		
Government Services	$ 553	$ 519
Technology & Consulting	90	85
Engineering & Construction	293	530
Subtotal	936	1,134
Non-strategic Business	1	56
Total revenues	$ 937	$ 1,190
Gross profit (loss):		
Government Services	$ 42	$ 43
Technology & Consulting	28	24
Engineering & Construction	(5)	(58)
Subtotal	65	9
Non-strategic Business	—	(3)
Total gross profit	$ 65	$ 6
Equity in earnings of unconsolidated affiliates:		
Government Services	$ 2	$ 10
Technology & Consulting	—	—
Engineering & Construction	6	—
Subtotal	8	10
Non-strategic Business	—	—
Total equity in earnings of unconsolidated affiliates	$ 8	$ 10
General and administrative expenses	(40)	(32)
Asset impairment and restructuring charges	(6)	(18)
Gain on disposition of assets	—	1
Operating income (loss)	$ 27	$ (33)
Interest expense	(5)	(6)
Other non-operating income	13	10
Income (loss) before income taxes and noncontrolling interests	$ 35	$ (29)
Benefit (provision) for income taxes	243	(57)
Net income (loss)	$ 278	$ (86)
Net income attributable to noncontrolling interests	(3)	(1)
Net income (loss) attributable to KBR	$ 275	$ (87)
Net income (loss) attributable to KBR per share:		
Basic	$ 1.94	$ (0.61)
Diluted	$ 1.94	$ (0.61)
Basic weighted average common shares outstanding	140	142
Diluted weighted average common shares outstanding	140	142
Cash dividends declared per share	$ 0.08	$ 0.08

KBR, Inc.: Consolidated Statements of Operations
(In millions, except for per share data)

	Twelve Months Ended		
	December 31, 2017	December 31, 2016	December 31, 2015
Revenues:			
Government Services	$ 2,193	$ 1,359	$ 663
Technology & Consulting	326	347	324
Engineering & Construction	1,614	2,352	3,454
Subtotal	4,133	4,058	4,441
Non-strategic Business	38	210	655
Total revenues	$ 4,171	$ 4,268	$ 5,096
Gross profit (loss):			
Government Services	$ 155	$ 137	$ (3)
Technology & Consulting	79	73	77
Engineering & Construction	108	7	224
Subtotal	342	217	298
Non-strategic Business	—	(105)	27
Total gross profit	$ 342	$ 112	$ 325
Equity in earnings of unconsolidated affiliates:			
Government Services	$ 43	$ 39	$ 45
Technology & Consulting	—	—	—
Engineering & Construction	29	52	104
Subtotal	72	91	149
Non-strategic Business	—	—	—
Total equity in earnings of unconsolidated affiliates	$ 72	$ 91	$ 149
General and administrative expenses	(147)	(143)	(155)
Asset impairment and restructuring charges	(6)	(39)	(70)
Gain on disposition of assets	5	7	61
Operating income	$ 266	$ 28	$ 310
Interest expense	(21)	(13)	(11)
Other non-operating income	4	18	13
Income before income taxes and noncontrolling interests	$ 249	$ 33	$ 312
Benefit (provision) for income taxes	193	(84)	(86)
Net income (loss)	$ 442	$ (51)	$ 226
Net income attributable to noncontrolling interests	(8)	(10)	(23)
Net income (loss) attributable to KBR	$ 434	$ (61)	$ 203
Net income (loss) attributable to KBR per share:			
Basic	$ 3.06	$ (0.43)	$ 1.40
Diluted	$ 3.06	$ (0.43)	$ 1.40
Basic weighted average common shares outstanding	141	142	144
Diluted weighted average common shares outstanding	141	142	144
Cash dividends declared per share	$ 0.32	$ 0.32	$ 0.32

KBR, Inc.: Consolidated Balance Sheets
(In millions)

	December 31, 2017	December 31, 2016
Assets		
Current assets:		
Cash and equivalents	$ 439	$ 536
Accounts receivable, net of allowance for doubtful accounts of $12 and $14	510	592
Costs and estimated earnings in excess of billings on uncompleted contracts ("CIE")	383	416
Claims receivable	—	400
Other current assets	93	103
Total current assets	1,425	2,047
Claims and accounts receivable	101	131
Property, plant, and equipment, net of accumulated depreciation of $329 and $324 (including net PPE of $34 and $36 owned by a variable interest entity)	130	145
Goodwill	968	959
Intangible assets, net of accumulated amortization of $122 and $100	239	248
Equity in and advances to unconsolidated affiliates	387	369
Deferred income taxes	300	118
Other assets	124	127
Total assets	$ 3,674	$ 4,144
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	$ 350	$ 535
Billings in excess of costs and estimated earnings on uncompleted contracts ("BIE")	368	552
Accrued salaries, wages and benefits	186	171
Nonrecourse project debt	10	9
Other current liabilities	157	292
Total current liabilities	1,071	1,559
Pension obligations	391	526
Employee compensation and benefits	118	113
Income tax payable	85	78
Deferred income taxes	18	149
Nonrecourse project debt	28	34
Revolving credit agreement	470	650
Deferred income from unconsolidated affiliates	101	90
Other liabilities	171	200
Total liabilities	2,453	3,399
KBR shareholders' equity:		
Preferred stock	—	—
Common stock	—	—
Paid-in capital in excess of par ("PIC")	2,091	2,088
Accumulated other comprehensive loss ("AOCL")	(921)	(1,050)
Retained earnings	877	488
Treasury stock	(818)	(769)
Total KBR shareholders' equity	1,229	757
Noncontrolling interests ("NCI")	(8)	(12)
Total shareholders' equity	1,221	745
Total liabilities and shareholders' equity	$ 3,674	$ 4,144

KBR, Inc.: Consolidated Statements of Cash Flows
(In millions)

	Twelve Months Ended	
	December 31, 2017	December 31, 2016
Cash flows from operating activities:		
Net income (loss)	$ 442	$ (51)
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	48	45
Equity in earnings of unconsolidated affiliates	(72)	(91)
Deferred income tax (benefit) expense	(322)	18
Gain on disposition of assets	(5)	(7)
Asset impairment	—	16
Other	29	3
Changes in operating assets and liabilities, net of acquired businesses:		
Accounts receivable, net of allowance for doubtful accounts	92	121
Costs and estimated earnings in excess of billings on uncompleted contracts	40	8
Claims receivable	400	—
Accounts payable	(193)	(6)
Billings in excess of costs and estimated earnings on uncompleted contracts	(198)	33
Accrued salaries, wages and benefits	14	(50)
Reserve for loss on uncompleted contracts	(48)	(5)
Payments from (advances to) unconsolidated affiliates, net	11	(1)
Distributions of earnings from unconsolidated affiliates	62	56
Income taxes payable	—	(52)
Pension funding	(37)	(41)
Retainage payable	(16)	(2)
Subcontractor advances	—	8
Net settlement of derivative contracts	3	(9)
Other assets and liabilities	(57)	68
Total cash flows provided by operating activities	193	61
Cash flows from investing activities:		
Purchases of property, plant and equipment	(8)	(11)
Payments for investments in equity method joint ventures	—	(61)
Proceeds from sale of assets or investments	2	2
Acquisition of businesses, net of cash acquired	(4)	(911)
Other	(2)	—
Total cash flows used in investing activities	(12)	(981)
Cash flows from financing activities:		
Payments to reacquire common stock	(53)	(4)
Investments from noncontrolling interests	1	—
Distributions to noncontrolling interests	(4)	(9)
Payments of dividends to shareholders	(45)	(46)
Excess tax benefits from share-based compensation	—	1
Borrowings on revolving credit agreement	—	700
Payments on revolving credit agreement	(180)	(50)
Payments on short-term and long-term borrowings	(9)	(9)
Other	—	1
Total cash flows (used in) provided by financing activities	(290)	584
Effect of exchange rate changes on cash	12	(11)
Decrease in cash and equivalents	(97)	(347)
Cash and equivalents at beginning of period	536	883
Cash and equivalents at end of period	$ 439	$ 536

KBR, Inc.: Consolidated Statements of Cash Flows
(In millions)
(Unaudited)

	Three Months Ended	
	December 31, 2017	December 31, 2016
Cash flows from operating activities:		
Net income (loss)	$ 278	$ (86)
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	10	14
Equity in earnings of unconsolidated affiliates	(8)	(10)
Deferred income tax (benefit) expense	(247)	11
Gain on disposition of assets	—	(1)
Asset impairment	—	11
Other	4	(2)
Changes in operating assets and liabilities, net of acquired businesses:		
Accounts receivable, net of allowance for doubtful accounts	(8)	112
Costs and estimated earnings in excess of billings on uncompleted contracts	29	(17)
Accounts payable	(49)	(45)
Billings in excess of costs and estimated earnings on uncompleted contracts	9	19
Accrued salaries, wages and benefits	(25)	(31)
Reserve for loss on uncompleted contracts	(5)	10
Payments from unconsolidated affiliates, net	5	2
Distributions of earnings from unconsolidated affiliates	21	13
Income taxes payable	7	(33)
Pension funding	(9)	(10)
Retainage payable	(6)	1
Subcontractor advances	1	1
Net settlement of derivative contracts	(1)	(1)
Other assets and liabilities	(51)	95
Total cash flows (used in) provided by operating activities	(45)	53
Cash flows from investing activities:		
Purchases of property, plant and equipment	(2)	(3)
Payments for investments in equity method joint ventures	—	(56)
Acquisition of businesses, net of cash acquired	(6)	—
Total cash flows used in investing activities	(8)	(59)
Cash flows from financing activities:		
Payments to reacquire common stock	(1)	(2)
Investments from noncontrolling interests	1	—
Distributions to noncontrolling interests	(3)	—
Payments of dividends to shareholders	(11)	(12)
Excess tax benefits from share-based compensation	—	1
Payments on short-term and long-term borrowings	(4)	(4)
Other	—	1
Total cash flows used in financing activities	(18)	(16)
Effect of exchange rate changes on cash	(1)	(11)
Decrease in cash and equivalents	(72)	(33)
Cash and equivalents at beginning of period	511	569
Cash and equivalents at end of period	$ 439	$ 536

KBR, Inc.: Backlog Information [(a)]
(In millions)

	December 31, 2017	September 30, 2017	December 31, 2016
		(Unaudited)	
Government Services	$ 8,355	$ 8,183	$ 7,821
Technology & Consulting	419	278	313
Engineering & Construction	1,790	1,874	2,769
Subtotal	10,564	10,335	10,903
Non-strategic Business	6	7	35
Total backlog	$ 10,570	$ 10,342	$ 10,938

(a) Backlog generally represents the dollar amount of revenues we expect to realize in the future as a result of performing work on contracts and our pro-rata share of work to be performed by unconsolidated joint ventures. We generally include total expected revenues in backlog when a contract is awarded under a legally binding agreement. In many instances, arrangements included in backlog are complex, nonrepetitive and may fluctuate due to the release of contracted work in phases by the customer or due to movements in foreign exchange rates. Additionally, nearly all contracts allow customers to terminate the agreement at any time for convenience. Where contract duration is indefinite and clients can terminate for convenience without compensating us for periods beyond the date of termination, backlog is limited to the estimated amount of expected revenues within the following twelve months. Certain contracts provide maximum dollar limits, with actual authorization to perform work under the contract agreed upon on a periodic basis with the customer. In these arrangements, only the amounts authorized are included in backlog. For projects where we act solely in a project management capacity, we only include the expected value of our services in backlog.

We define backlog, as it relates to U.S. government contracts, as our estimate of the remaining future revenue from existing signed contracts over the remaining base contract performance period (including customer approved option periods) for which work scope and price have been agreed with the customer. We define funded backlog as the portion of backlog for which funding currently is appropriated, less the amount of revenue we have previously recognized. We define unfunded backlog as the total backlog less the funded backlog. Our GS backlog does not include any estimate of future potential delivery orders that might be awarded under our government-wide acquisition contracts, agency-specific indefinite delivery/indefinite quantity contracts, or other multiple-award contract vehicles nor does it include option periods that have not been exercised by the customer.

Within our GS business segment, we calculate estimated backlog for long-term contracts associated with the U.K. government's privately financed initiatives or projects ("PFIs") based on the aggregate amount that our client would contractually be obligated to pay us over the life of the project. We update our estimates of the future work to be executed under these contracts on a quarterly basis and adjust backlog if necessary.

We have included in the table above our proportionate share of unconsolidated joint ventures' estimated revenues. Since these projects are accounted for under the equity method, only our share of future earnings from these projects will be recorded in our results of operations. Our proportionate share of backlog for projects related to unconsolidated joint ventures totaled $7.2 billion at December 31, 2017 and $7.4 billion at December 31, 2016 . We consolidate joint ventures which are majority-owned and controlled or are variable interest entities ("VIEs") in which we are the primary beneficiary. Our backlog included in the table above for projects related to consolidated joint ventures with noncontrolling interest includes 100% of the backlog associated with those joint ventures and totaled $125 million at December 31, 2017 and $151 million at December 31, 2016 .

We estimate that as of December 31, 2017 , 34% of our backlog will be executed within one year. Of this amount, 60% will be recognized in revenues on our condensed consolidated statement of operations and 40% will be recorded by our unconsolidated joint ventures. As of December 31, 2017 , $92 million of our backlog relates to active contracts that are in a loss position.

As of December 31, 2017 , 10% of our backlog was attributable to fixed-price contracts, 60% was attributable to PFIs, and 30% of our backlog was attributable to cost-reimbursable contracts. For contracts that contain both fixed-price and cost-reimbursable components, we classify the individual components as either fixed-price or cost-reimbursable according to the composition of the contract; however, for smaller contracts, we characterize the entire contract based on the predominant component. As of December 31, 2017 , $7.6 billion of our GS backlog was currently funded by our customers.

Non-GAAP Financial Information

The following information provides reconciliations of certain non-GAAP financial measures presented in the press release to which this reconciliation is attached to the most directly comparable financial measures calculated and presented in accordance with generally accepted accounting principles (GAAP). The company has provided the non-GAAP financial information presented in the press release, which is not calculated or presented in accordance with GAAP, as information supplemental and in addition to the financial measures presented in the press release that are calculated and presented in accordance with GAAP. Such non-GAAP financial measures should not be considered superior to, as a substitute for or alternative to, and should be considered in conjunction with, the GAAP financial measures presented in the press release. The non-GAAP financial measures in the press release may differ from similar measures used by other companies.

Adjusted EPS

Adjusted diluted earnings per share from net income attributable to KBR (Adjusted EPS) for each of the three months and fiscal years ended December 31, 2017 and 2016 is considered a non-GAAP financial measure under the SEC's rules because the Adjusted EPS for each such period excludes certain amounts not excluded in the diluted earnings per share from net income attributable to KBR calculated in accordance with GAAP (EPS) for such periods. Management believes that the Adjusted EPS for each of the three months and fiscal years ended December 31, 2017 and 2016 is a meaningful measure to share with investors because each measure, which adjusts EPS for such periods for certain items recorded in such periods, is the measure that best allows comparison of the performance for the comparable period. In addition, Adjusted EPS affords investors a view of what management considers KBR's core earnings performance for each of the three months and fiscal years ended December 31, 2017 and 2016 and also affords investors the ability to make a more informed assessment of such core earnings performance for the comparable periods.

We have calculated Adjusted EPS for the three months and fiscal year ended December 31, 2017 by adjusting EPS for the following: (1) legacy legal costs, (2) shareholder loan receivable impairment, and (3) the net tax benefit due to tax reform. Adjusted EPS for the three months and fiscal year ended December 31, 2017 is a non-GAAP financial measure. The most directly comparable financial measure calculated in accordance with GAAP is Diluted EPS for the same periods.

Adjusted EPS - Fiscal 2017

		Three Months Ended December 31, 2017
Diluted earnings per share:		
Reported EPS	**$**	**1.94**
Adjustments:		
Legacy Legal Costs	$	0.02
Shareholder loan receivable impairment		0.04
Net Tax Benefit		(1.72)
Net Adjustments	$	(1.66)
Adjusted EPS	$	0.28

		Fiscal Year Ended Ended December 31, 2017
Diluted earnings per share:		
Reported EPS	**$**	**3.06**
Adjustments:		
Legacy Legal Costs	$	0.10
Shareholder loan receivable impairment		0.04
Net Tax Benefit		(1.71)
Net Adjustments	$	(1.57)
Adjusted EPS	$	1.49

As previously disclosed in our fiscal year ended December 31, 2016 press release, we have calculated the Adjusted EPS for the three months and the fiscal year ended December 31, 2016 by adjusting the EPS for each period for the amount of the impact of legacy legal costs. Adjusted EPS for the three months and fiscal year ended December 31, 2016 is a non-GAAP financial measure. The most directly comparable financial measure calculated in accordance with GAAP is Diluted EPS for the same periods.

Adjusted EPS - Fiscal 2016

		Three Months Ended December 31, 2016
Diluted earnings per share:		
Reported EPS	**$**	**(0.61)**
Adjustment:		
Legacy Legal Costs	$	0.02
Adjusted EPS	$	(0.59)

		Fiscal Year Ended Ended December 31, 2016
Diluted earnings per share:		
Reported EPS	**$**	**(0.43)**
Adjustment:		
Legacy Legal Costs	$	0.10
Adjusted EPS	$	(0.33)

We have calculated the Adjusted EPS for the 2018 guidance by adjusting the EPS for the amount of the impact of legacy legal costs. The most directly comparable financial measure calculated in accordance with GAAP is Diluted EPS for the same periods.

Adjusted EPS - 2018 Guidance

	Low		High	
Diluted earnings per share:				
EPS - Guidance	**$**	**1.28**	**$**	**1.38**
Adjustment:				
Legacy Legal Costs	$	0.07	$	0.07
Adjusted EPS	$	1.35	$	1.45