As filed with the Securities and Exchange Commission on March 9, 2021

Registration No. 333-253583

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

Amendment No. 1
to
FORM S-1
REGISTRATION STATEMENT
UNDER THE
SECURITIES ACT OF 1933

Leonardo DRS, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware	3812	13-2632319
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

2345 Crystal Drive
Suite 1000
Arlington, Virginia 22202
(703) 416-8000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

William J. Lynn III
Chief Executive Officer
2345 Crystal Drive
Suite 1000
Arlington, Virginia 22202
(703) 416-8000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Scott D. Miller	Mark A. Dorfman	Craig B. Brod
Sullivan & Cromwell LLP	Executive Vice President, General Counsel and Secretary	Jeffrey D. Karpf
125 Broad Street	2345 Crystal Drive	Cleary Gottlieb Steen & Hamilton LLP
New York, New York 10004	Suite 1000	One Liberty Plaza
(212) 558-4000	Arlington, Virginia 22202	New York, New York 10006
	(703) 416-8000	(212) 225-2000

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and an emerging growth company in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		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 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered[1]	Proposed Maximum Offering Price Per Share[2]	Proposed Maximum Aggregate Offering Price[2]	Amount of Registration Fee
Common Stock, par value $0.01 per share		$	$ 100,000,000	10,910.00[3]

(1) Includes shares of common stock subject to the underwriters' option to purchase additional shares.
(2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) of the Securities Act of 1933, as amended.
(3) Previously paid.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the U.S. Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

Leonardo DRS, Inc. is filing this Amendment No. 1 to its registration statement on Form S-1 (File No. 333-253583) to file exhibits to the Registration Statement as indicated in Item 16 in the index to exhibits. Accordingly, this Amendment No. 1 consists only of the facing page, this explanatory note, Item 16(a) of Part II of the Registration Statement, the signature page to the Registration Statement and the filed exhibits. The remainder of the Registration Statement is unchanged and has therefore been omitted.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

Exhibit Number	Exhibit Description
1.1*	Form of Underwriting Agreement
3.1**	Amended and Restated Certificate of Incorporation of Leonardo DRS, Inc. (f/k/a DRS Technologies, Inc.) (as amended)
3.2**	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Leonardo DRS, Inc. (f/k/a DRS Technologies, Inc.)
3.3*	Amended and Restated Certificate of Incorporation of Leonardo DRS, Inc., as in effect
3.4*	Third Amended and Restated Bylaws of Leonardo DRS, Inc., as in effect
4.1**	Form of Common Stock Certificate
5.1***	Opinion of Sullivan & Cromwell LLP
10.1*	Form of Cooperation Agreement between Leonardo DRS, Inc., Leonardo US Holding, Inc. and Leonardo – Società per azioni
10.2*	Form of Amended and Restated Proxy Agreement by and among Leonardo DRS, Inc., the individual Proxy Holders signatories thereto, Leonardo US Holding, Inc., Leonardo – Società per azioni and the U.S. Department of Defense
10.3*	Commitment Letter re Leonardo DRS, Inc. Commitment to Mitigate Foreign Ownership, Control or Influence, dated as of January 26, 2021, by and among Leonardo DRS, Inc., Leonardo US Holding, Inc., Leonardo – Societá per azioni and the U.S. Department of Defense
10.4**	Form of Registration Rights Agreement
10.5**	Tax Allocation Agreement, dated as of November 16, 2020, by and among Leonardo US Holding, Inc., Leonardo DRS, Inc. and the other signatories thereto
10.6*	Form of Trademark License Agreement
10.7†***	Employment Agreement, dated March , 2021, between Leonardo DRS, Inc. and William J. Lynn III
10.8†**	Leonardo DRS Incentive Compensation Plan
10.9†**	Leonardo DRS Long-Term Incentive Plan
10.10†**	Leonardo DRS, Inc. Executive Severance Plan
10.11†**	Leonardo DRS, Inc. Omnibus Equity Compensation Plan
10.12†**	Form of Founders Restricted Stock Unit Award Agreement
10.13†**	Form of Officer and Director Indemnification Agreement
10.14†**	Form of Restricted Stock Unit Agreement
10.15†**	Form of Performance Restricted Stock Unit Agreement
10.16†***	Form of Credit Agreement by and among Leonardo DRS, Inc., the subsidiary guarantors named therein, and the lenders party thereto
10.17†***	Form of Bridge Loan Credit Agreement by and among Leonardo DRS, Inc., the subsidiary guarantors named therein, and the lenders party thereto
21.1**	Subsidiaries
23.1**	Consent of KPMG LLP
23.2***	Consent of Sullivan & Cromwell LLP (included in Exhibit 5.1 hereto)
24.1**	Powers of Attorney (contained on signature pages to the initially filed Registration Statement on Form S-1)

* Filed herewith.
† Identifies each management contract or compensatory plan or arrangement.
** Previously filed.
*** To be filed by amendment.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Leonardo DRS, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Arlington, State of Virginia on the 9th day of March, 2021.

LEONARDO DRS, INC.

By: /s/ William J. Lynn III
Name: William J. Lynn III
Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on March 9, 2021 by the following persons in the capacities indicated.

Signature	Title
/s/ William J. Lynn III William J. Lynn III	Director, Chief Executive Officer (Principal Executive Officer)
/s/ Michael D. Dippold Michael D. Dippold	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Pamela J. Morrow Pamela J. Morrow	Senior Vice President and Controller (Principal Accounting Officer)
* David W. Carey	Director
* General George W. Casey, Jr. (Ret.)	Director
* Kenneth J. Krieg	Director
* Peter A. Marino	Director
* Philip A. Odeen	Director
* Frances F. Townsend	Director

*By: /s/ Michael D. Dippold
Michael D. Dippold
Attorney-in-Fact

Leonardo DRS, Inc.

Common Stock

Underwriting Agreement

, 2021

Goldman Sachs & Co. LLC,
BofA Securities, Inc.
J.P. Morgan Securities LLC
As representatives (the “Representatives”) of the several Underwriters named in Schedule I hereto,

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

c/o BofA Securities, Inc.
One Bryant Park
New York, NY 10036

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179

Ladies and Gentlemen:

Leonardo US Holding Inc. (the "Selling Stockholder"), as a stockholder of Leonardo DRS, Inc., a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated in this agreement (this “Agreement”), to sell to the Underwriters named in Schedule I hereto (the "Underwriters") an aggregate of shares (the "Firm Shares") and, at the election of the Underwriters, up to additional shares (the "Optional Shares"), of common stock, par value $0.01 per share ("Stock"), of the Company. The Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof are herein collectively called the "Shares".

1. (a) The Company represents and warrants to, and agrees with, each of the Underwriters that:

(i) A registration statement on Form S–1 (File No. 333–) (the "Initial Registration Statement") in respect of the Shares has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to you, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement has been filed with the Commission; and no stop order suspending the effectiveness of the Initial

Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose has, to the Company's knowledge, been initiated or threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "Registration Statement"; the Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the Applicable Time (as defined in Section 1(a)(iii) hereof) is hereinafter called the "Pricing Prospectus"; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "Prospectus"; any oral or written communication with potential investors undertaken in reliance on Rule 163B under the Act is hereinafter called a "Testing-the-Waters Communication"; and any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter called a "Written Testing-the-Waters Communication"; and any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Shares is hereinafter called an "Issuer Free Writing Prospectus");

(ii) (A) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and (B) each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information (as defined in Section 9(c) of this Agreement)**;**

(iii) For the purposes of this Agreement, the "Applicable Time" is __:__ p.m. (Eastern time) on the date of this Agreement; the Pricing Prospectus, as supplemented by the information listed on Schedule II(b) hereto, taken together (collectively, the "Pricing Disclosure Package"), as of the Applicable Time, did not, and as of each Time of Delivery (as defined in Section 4(a) of this Agreement) will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus, and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication, as supplemented by and taken together with the Pricing Disclosure Package, as of the Applicable Time, did not, and as of each Time of Delivery, will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(iv) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, and as of each Time of Delivery, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(v) Neither the Company nor any of its subsidiaries has, since the date of the latest audited financial statements included in the Pricing Prospectus, (i) sustained any material loss or interference with its business, taken as a whole, from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree or (ii) entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole, in each case otherwise than as set forth or contemplated in the Pricing Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, there has not been (x) except as disclosed in or contemplated by the Pricing Prospectus and the Prospectus, any change in the capital stock (other than as a result of (i) the exercise or settlement (including any “net” or “cashless” exercises or settlements), if any, of stock options, restricted stock units, incentive units or other equity awards, or the award, if any, of stock options, restricted stock, restricted stock units, incentive units or any other equity awards, in each case, in the ordinary course of business pursuant to the Company’s equity plans that are described in the Pricing Prospectus and the Prospectus, (ii) the repurchase of shares of capital stock upon termination of the holder’s employment or service with the Company pursuant to agreements providing for an option to repurchase or a right of first refusal on behalf of the Company that are described in the Pricing Prospectus and Prospectus or (iii) the issuance, if any, of stock upon the exercise or conversion of Company securities as described in the Pricing Prospectus and the Prospectus) or any material change in long-term or short-term debt of the Company or any of its subsidiaries or (y) any Material Adverse Effect (as defined below); as used in this Agreement, “Material Adverse Effect” shall mean any material adverse change or effect, or any development involving a prospective material adverse change or effect, in or affecting (i) the business, properties, general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus, or (ii) the ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus;

(vi) The Company and its subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Pricing Prospectus or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are, to the Company’s knowledge, held by them under valid, subsisting and enforceable leases (subject to (A) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights or remedies of creditors generally; (B) the application of general principles of

equity (including without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether enforcement is considered in proceedings at law or in equity); and (C) applicable law and public policy with respect to rights to indemnity and contribution) with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries;

(vii) Each of the Company and each of its subsidiaries has been (i) duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Prospectus, and (ii) duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except, in the case of this clause (ii), where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and each subsidiary of the Company that is a "significant subsidiary" as defined in Rule 1-02 of Regulation S-X under the Act has been listed in the Registration Statement;

(viii) The Company has an authorized capitalization as set forth in the Pricing Prospectus and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and conform, in all material respects, to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus; and all of the issued shares of capital stock of each significant subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except, in the case of any foreign subsidiary, for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all material liens, encumbrances, equities or claims, except for such liens or encumbrances described in the Pricing Prospectus and the Prospectus;

(ix) The compliance by the Company with this Agreement and the consummation of the transactions contemplated in this Agreement and the Pricing Prospectus will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (A) any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, except, in the case of this clause (A), for such defaults, breaches, or violations that would not, individually or in the aggregate, have a Material Adverse Effect, (B) the certificate of incorporation or by-laws (or other applicable organizational document) of the Company or any of its significant subsidiaries, or (C) any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, except, in the case of this clause (C), for such conflicts, defaults, breaches, or violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement, except such as have been obtained under the Act, the approval by the Financial Industry Regulatory Authority ("FINRA") of the underwriting terms and arrangements and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(x) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement will not require with respect to the Company or any subsidiary of the Company any license, consent, approval, action, order, authorization, permit, or registration, or declaration of, or filing with, any governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, including under the (i) National Industrial Security Program Operating Manual notification requirements (as codified at 32 CFR Part 117); (ii) notice requirements under the International Traffic in Arms Regulations and any other export control laws of the United States; and (iii) notification requirements in accordance with the Cost Accounting Standards (as defined in the Federal Acquisition Regulations, 48 CFR Chapter 99), except those that have been obtained or where the failure to obtain such license, consent, approval, action, order, authorization or permit of, or registration, declaration or filing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and except as contemplated in Section 1(a)(ix);

(xi) Neither the Company nor any of its significant subsidiaries is (i) in violation of its certificate of incorporation or by-laws (or other applicable organizational document), (ii) in violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, or (iii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except, in the case of the foregoing clauses (ii) and (iii), for such defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(xii) The statements set forth in the Pricing Prospectus and the Prospectus under the caption "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Stock, under the caption "Material U.S. Federal Tax Considerations for Non-U.S. Holders", under the caption “Certain Relationships and Related Party Transactions – Transactions with Leonardo S.p.A. Affiliates – Proxy Agreement” and under the caption "Underwriting", insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair in all material respects;

(xiii) Other than as set forth in the Pricing Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries or, to the Company's knowledge, any officer or director of the Company is a party or of which any property or assets of the Company or any of its subsidiaries or, to the Company's knowledge, any officer or director of the Company is the subject which, if determined adversely to the Company or any of its subsidiaries (or such officer or director), would individually or in the aggregate reasonably be expected to have a Material Adverse Effect; and, to the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or others;

(xiv) The Company is not an "investment company", as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(xv) At the time of filing the Initial Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Shares, and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405 under the Act;

(xvi) KPMG LLP, who have certified certain financial statements of the Company and its subsidiaries, are independent public accountants as required by the Act and the rules and regulations of the Commission thereunder;

(xvii) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), that (i) complies with the requirements of the Exchange Act, (ii) has been designed by the Company's principal executive officer and principal financial officer, or under their supervision**,** to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles applied in the United States ("GAAP") and (iii) is sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorization and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and the Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting;

(xviii) Since the date of the latest audited financial statements included in the Pricing Prospectus, there has been no change in the Company's internal control over financial reporting that has materially and adversely affected, or is reasonably likely to materially and adversely affect, the Company's internal control over financial reporting;

(xix) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective;

(xx) This Agreement has been duly authorized, executed and delivered by the Company;

(xxi) None of the Company or any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) made, offered, promised or authorized any unlawful contribution, gift, entertainment or other unlawful expense (or taken any act in furtherance thereof); (ii) made, offered, promised or authorized any direct or indirect unlawful payment; or (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, the Bribery Act 2010 of the United Kingdom, the Corruption of Foreign Public Officials Act (Canada) or any other applicable anti-bribery or anti-corruption law;

(xxii) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with the requirements of applicable anti-money laundering laws, including, but not limited to, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder, and the anti-money laundering laws of the various jurisdictions in which the Company and its subsidiaries conduct business (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency,

authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(xxiii) None of the Company or any of its subsidiaries or their respective directors or officers, nor, to the knowledge of the Company, any agent, employee or affiliate of the Company or any of its subsidiaries is currently a person with whom dealings are prohibited or restricted under any sanctions administered or enforced by the U.S. Government, including, without limitation, those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), or the U.S. Department of State, the European Union, Her Majesty's Treasury, or the United Nations Security Council (collectively, "Sanctions" and such persons, each a "Sanctioned Person"), nor is the Company or any of its subsidiaries located, organized, or resident in a country or territory that is the subject or target of comprehensive Sanctions (a "Sanctioned Country"), and the Company will not indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with or involving any Sanctioned Person or Sanctioned Country or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions;

(xxiv) The Company and its subsidiaries are and have been at all times in compliance with applicable Sanctions and export control laws, including, but not limited to, the export control laws administered by the U.S. Department of Commerce, the Bureau of Industry and Security, and the U.S. Department of State, and the Directorate of Defense Trade Controls, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to Sanctions or applicable export control laws is pending or, to the knowledge of the Company, threatened;

(xxv) The financial statements included in the Registration Statement, the Pricing Prospectus and the Prospectus, together with the related schedules and notes, present fairly, in all material respects, the financial position of the Company and its subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its subsidiaries for the periods specified; said financial statements have been prepared in conformity with GAAP applied on a consistent basis throughout the periods involved. The supporting schedules, if any, present fairly in all material respects and in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly, in all material respects, the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement, the Pricing Prospectus or the Prospectus under the Act or the rules and regulations promulgated thereunder. All disclosures contained in the Registration Statement, the Pricing Prospectus and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Act, to the extent applicable. The pro forma financial information and the related notes contained in the Registration Statement, the Pricing Prospectus and the Prospectus have been prepared in accordance with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and the assumptions underlying such pro forma financial information are reasonable and are set forth in the Registration Statement, the Pricing Prospectus and the Prospectus;

(xxvi) The Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are, in the Company's reasonable judgment, prudent and customary in the businesses in which they are engaged; and the Company has no reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not reasonably be expected to have a Material Adverse Effect;

(xxvii) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and each of its subsidiaries have filed all federal, state, local and non-U.S. tax returns required to be filed through the date hereof, subject to permitted extensions, and have paid all taxes due thereon. No tax deficiency has been determined adversely to the Company or any of its subsidiaries which has had (nor does the Company have knowledge of any tax deficiency which could reasonably be expected to be determined adversely to the Company or its subsidiaries and which could reasonably be expected to have) a Material Adverse Effect;

(xxviii) Each of the Company and its subsidiaries has all requisite power and authority, and all necessary consents, certificates, approvals, authorizations, orders, registrations, qualifications, licenses and permits (each a "Consent") issued by the appropriate state, federal or foreign regulatory or governmental agencies or bodies necessary to own, lease and operate their respective properties and conduct their respective businesses as now being conducted and as described in the Registration Statement, the Pricing Prospectus and the Prospectus except for such Consents the absence of which would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any subsidiary has received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such Consent which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to result in a Material Adverse Effect. None of the Consents contain a materially burdensome restriction not in the ordinary course of business or not adequately disclosed in the Pricing Prospectus;

(xxix) Except as disclosed in the Registration Statement, the Pricing Prospectus or the Prospectus, (a) except in the case of each of (i) and (ii) for any such matters as would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and each of its subsidiaries (i) are and have been in compliance with any and all applicable foreign, federal, state and local laws, rules, regulations, requirements, decisions and orders relating to the protection of human health and safety, pollution, natural resources, the environment or release or threat of release of, or exposure or alleged exposure to Hazardous Materials (as defined below) ("Environmental Laws"), (ii) have received all permits, licenses, certificates or other authorizations or approvals required of them under applicable Environmental Laws to conduct their respective businesses and have been and are in compliance with all terms and conditions of any such permit, license or approval and (iii) are not subject to any actual or potential liability, cost, action, threatened action, suit, claim, investigation or proceeding under or relating to any Environmental Laws, including for the investigation or remediation of any disposal or release of or exposure to Hazardous Materials, and have no knowledge of any event or condition that would reasonably be expected to result in any such matter, (b) except regarding which it is reasonably believed no monetary sanctions of $300,000 or more will be imposed, there are no proceedings that are pending, or that are known to be contemplated, against the Company or any of its subsidiaries under any Environmental Laws in which a foreign, federal, state or local governmental entity is also a party, and (c) neither the Company nor any of its subsidiaries has knowledge of any material effect on the capital expenditures, earnings or competitive position of the Company and its subsidiaries resulting from compliance with Environmental Laws, except where such noncompliance

with Environmental Laws, failure to receive required permits, licenses, certificates or other authorizations or approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect. The term "Hazardous Materials" means any substance, material, chemical, compound, constituent, pollutant, contaminant or waste (including medical waste) in any form, including asbestos or asbestos containing material, bio-hazardous material, toxic mold and radioactive materials, regulated or which can give rise to liability under any Environmental Law;

(xxx) The Company and its subsidiaries own or have the right to use or can acquire on commercially reasonable terms, adequate rights to use all patents, inventions, copyrights, know-how, trade secrets (and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), proprietary processes, algorithms, models and methods, trademarks, service marks, trade names, domain names, logos, data and databases, and other intellectual property rights (collectively, "Intellectual Property") necessary to carry on their respective businesses as now conducted (the "Company Intellectual Property"), except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect. Except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, in the past three years, neither the Company nor any of its subsidiaries has received any written notice or claim of any infringement, misappropriation or other violation of any Intellectual Property of any third party, and there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by any third party challenging the validity, scope, enforceability or ownership of any Company Intellectual Property owned by the Company or its subsidiaries. Except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, to the knowledge of the Company, there is no infringement, misappropriation or other violation by third parties of any Company Intellectual Property owned by the Company or its subsidiaries. Except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, the Company and its subsidiaries have taken commercially reasonable steps to maintain the confidentiality of all trade secrets and other confidential information owned by the Company or any of its subsidiaries that the Company in its reasonable business judgment wishes to maintain as trade secrets;

(xxxi) Except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (a) the Company and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases used in the Company and its subsidiaries' business (collectively, "IT Systems") are adequate for, and operate and perform as required in connection with, the operation of such business as currently conducted, and (b) such IT Systems are, to the knowledge of the Company, free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. Except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (a) the Company and its subsidiaries have implemented and maintained controls, policies, procedures and safeguards to maintain and protect their confidential information and the integrity, continuous operation (including commercially reasonable disaster recovery), redundancy and security of all IT Systems and data (including the data and information (including personally identifiable, sensitive and regulated data) of their respective customers, employees, suppliers and vendors) maintained, processed or stored by the Company and its subsidiaries, and any such data processed or stored by third parties on behalf of the Company and its subsidiaries (collectively, "Company Data"), and (b) to the knowledge of the Company, there have been no security breaches or incidents, unauthorized use, access or disclosure, or

other compromise to the IT Systems or Company Data. Except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, the Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority and all publicly posted policies of the Company and its subsidiaries, in each case, relating to the privacy, protection or security of IT Systems or Company Data ("Privacy Legal Obligations") or to the collection, processing, sharing, transfer, usage, disposal or storage of Company Data from unauthorized use, access, misappropriation or modification. Except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, in the past three years, neither the Company nor any of its subsidiaries has received any notice, request or other communication from any governmental or regulatory authority or claim from any person, or has been subject to any enforcement action, in each case, relating to a breach or alleged breach of Privacy Legal Obligations;

(xxxii) The Company and its subsidiaries possess all certificates, authorizations, permits and facility clearances and their personnel has security clearances issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their businesses except where failure to obtain such certificates, authorizations, permits and clearances would not reasonably be expected to have a Material Adverse Effect; and neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization, permit or clearance which, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect;

(xxxiii) The Company is in compliance in all material respects with all applicable U.S. government requirements for handling and safeguarding classified information and maintaining the Company's facility security clearances and personnel security clearances, including those of the Department of Defense ("DoD") National Industrial Security Program Operating Manual (as codified at 32 CFR Part 117) designed to mitigate against the potential for undue foreign ownership control and influence and with the proxy agreement among the Company Leonardo S.p.A., the Selling Stockholder, the proxy holders appointed thereby and the DoD, as supplemented by the commitment letter dated , 2021 (the "proxy agreement"); the proxy agreement is in full force and effect and has received all necessary approvals from the DoD; and the composition and governance of the Company's board of directors and the voting of the shares of the Company's stock held by the Selling Stockholder comply with the requirements of the proxy agreement;

(xxxiv) To the knowledge of the Company, there is no outstanding allegation of improper or illegal activities arising from any government audit or non-audit review, including without limitation, by the Defense Contract Audit Agency, the Defense Contract Management Agency, or the DoD Inspector General, of the Company or any of its subsidiaries or work performed by the Company or any of its subsidiaries that would have a Material Adverse Effect. To the knowledge of the Company, there are no pending civil or criminal penalties or administrative sanctions arising from a government audit or non-audit review of the Company or any of its subsidiaries or work performed by the Company or any of its subsidiaries, including, but not limited to, termination of contracts, forfeiture of profits, suspension or debarment from doing business with any the United States government or any agency thereof that would have a Material Adverse Effect;

(xxxv) The Company acknowledges that none of the activities of the Underwriters in connection with the transactions contemplated herein constitutes a recommendation, investment advice, or solicitation of any action by the Underwriters with respect to any entity or natural person; and

(xxxvi) There are no debt securities, convertible securities or preferred stock issued or guaranteed by the Company or any of its subsidiaries that are rated by any "nationally recognized statistical rating organization", as such term is defined under Section 3(a)(62) under the Exchange Act.

(b) The Selling Stockholder represents and warrants to, and agrees with, each of the Underwriters and the Company that:

(i) All consents, approvals, authorizations and orders necessary for the execution and delivery by the Selling Stockholder of this Agreement referred to below, and for the sale and delivery of the Shares to be sold by the Selling Stockholder hereunder, have been obtained, except for such consents, approvals, authorizations and orders as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters, the approval of the underwriting terms and arrangements by FINRA and the approval for listing on the New York Stock Exchange (the "Exchange") and except where the failure to obtain any such consent, approval, authorization or order would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of such Selling Stockholder to consummate the transactions contemplated by this Agreement; and the Selling Stockholder has full right, power and authority to enter into this Agreement and to sell, assign, transfer and deliver the Shares to be sold by the Selling Stockholder hereunder;

(ii) The sale of the Shares to be sold by the Selling Stockholder hereunder and the compliance by the Selling Stockholder with this Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any statute, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Selling Stockholder is a party or by which the Selling Stockholder is bound or to which any of the property or assets of the Selling Stockholder is subject, nor will such action result in any violation of the provisions of the Certificate of Incorporation or By-laws of the Selling Stockholder (or similar applicable organizational document) or any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Selling Stockholder or any of its subsidiaries or any property or assets of the Selling Stockholder, except for any such conflict, breach, violation or default of any of the above (except any applicable organizational document) that would not, individually or in the aggregate, affect the validity of the Shares to be sold by the Selling Stockholder or reasonably be expected to materially impair the ability of the Selling Stockholder to consummate the transactions contemplated by this Agreement; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental body or agency is required for the performance by the Selling Stockholder of its obligations under this Agreement and the consummation by the Selling Stockholder of the transactions contemplated by this Agreement in connection with the Shares to be sold by the Selling Stockholder hereunder, except the registration under the Act of the Shares, the approval of the underwriting terms and arrangements by FINRA, the approval for listing on the Exchange and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters or such that, if not obtained, would not, individually or in the aggregate, affect the validity of the Shares to be sold by the Selling Stockholder;

(iii) The Selling Stockholder has, and immediately prior to each Time of Delivery (as defined in Section 4 hereof) the Selling Stockholder will have, good and valid title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code in respect of, the Shares to be sold by the Selling Stockholder hereunder at such Time of Delivery, free and clear of all liens, encumbrances, equities or claims. Upon payment for the Shares to be sold by the Selling Stockholder pursuant to this Agreement, delivery of such Shares, as directed by the Underwriters, to Cede & Co. ("Cede") or such other nominee as may be designated by The Depository Trust Company ("DTC"), registration of such Shares in the name of Cede or such other nominee and the crediting of such Shares on the books of DTC to securities accounts of the Underwriters, (i) assuming DTC does not have notice of any adverse claim with respect to the Shares, DTC shall be a "protected purchaser" of such Shares within the meaning of Section 8-303 of the New York Uniform Commercial Code (the "UCC") (ii) under Section 8-501 of the UCC, the Underwriters will acquire a valid security entitlement in respect of such Shares, and (iii) assuming that the Underwriters do not have notice of any adverse claim with respect to the Shares, no action based on an "adverse claim" (within the meaning of Sections 8-102 and 8-105 of the UCC) to such security entitlement may be successfully asserted against the Underwriters with respect to such security entitlement; and for purposes of this representation, the Selling Stockholder may assume that when such payment, delivery, registration and crediting occur, (a) the "securities intermediary's jurisdiction" under Section 8-501 of the UCC with respect to DTC is the State of New York, (b) such Shares will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Company's share registry in accordance with its certificate of incorporation, bylaws and applicable law, (c) DTC will be registered as a "clearing corporation" within the meaning of Section 8-102 of the UCC, and (d) each Underwriter maintains a securities account with DTC and appropriate entries to those accounts of the several Underwriters on the records of DTC will have been made pursuant to the UCC.

(iv) On or prior to the date of the Pricing Prospectus, the Selling Stockholder has executed and delivered to the Underwriters an agreement substantially in the form of Annex III hereto.

(v) The Selling Stockholder has not taken and will not take, directly or indirectly, any action that is designed to or that has constituted or might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares, provided that no representation is made as to any action taken by the Company or any Underwriter with respect to the Selling Stockholders' Shares;

(vi) To the extent of any statements or omissions made in the Registration Statement, any Preliminary Prospectus, the Prospectus or any amendment or supplement thereto in reliance upon and in conformity with written information furnished to the Company by the Selling Stockholder pursuant to Items 7 and 11(m) of Form S–1 expressly for use therein (which information is limited to the name of the Selling Stockholder, the number of Shares and the address and other information with respect to the Selling Stockholder included in the "Principal and Selling Stockholders" section of the Registration Statement, such Preliminary Prospectus, the Prospectus and any amendment or supplement thereto (the "Selling Stockholder Information")), such Registration Statement and Preliminary Prospectus did, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will, when they become effective or are filed with the Commission, as the case may be, conform in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(vii) In order to document the Underwriters' compliance with any applicable information reporting, withholding, or other rules or regulations with respect to the transactions herein contemplated, the Selling Stockholder will deliver to you prior to or at the First Time of Delivery a properly completed and executed Internal Revenue Service Form W-9 (or other applicable form or statement specified by Treasury Department regulations in lieu thereof);

(viii) The Selling Stockholder will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of any Sanctions, or in any other manner, that, in any such case, would result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions, or (ii) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any applicable Money Laundering Laws or any applicable anti-bribery or anti-corruption laws; and

(ix) The Selling Stockholder is not prompted by any material information concerning the Company or any of its subsidiaries that is not disclosed in the Pricing Prospectus to sell its Shares pursuant to this Agreement.

2. Subject to the terms and conditions herein set forth, (a) the Selling Stockholder agrees to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Selling Stockholder, at a purchase price per share of $, the number of Firm Shares (to be adjusted by you so as to eliminate fractional shares) set forth opposite the name of such Underwriter in Schedule I hereto and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Selling Stockholder agrees to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Selling Stockholder, at the purchase price per share set forth in clause (a) of this Section 2 (provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares), that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Selling Stockholder hereby grants to the Underwriters the right to purchase at their election up to Optional Shares, at the purchase price per share set forth in the paragraph above, for the sole purpose of covering sales of shares in excess of the number of Firm Shares (provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares). Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company and the Selling Stockholder, given within a period of 30 calendar days after the date of this Agreement and setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless you and the Company and the Selling Stockholder otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by you of the release of the Firm Shares, the several Underwriters propose to offer the Firm Shares for sale upon the terms and conditions set forth in the Prospectus.

4. (a) The Shares to be purchased by each Underwriter hereunder, in definitive or book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company and the Selling Stockholder shall be delivered by or on behalf of the Selling Stockholder to the Representatives, through the facilities of the Depository Trust Company ("DTC"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Selling Stockholder to the Representatives at least forty-eight hours in advance. The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York time, on , 2021 or such other time and date as the Representatives, the Company and the Selling Stockholder may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m., New York time, on the date specified by the Representatives in each written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives, the Company and the Selling Stockholder may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery", each such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 8(l) hereof will be delivered at the offices of Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006 (the "Closing Location"), and the Shares will be delivered at the Designated Office, all at such Time of Delivery. A meeting will be held at the Closing Location at p.m., New York City time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or

other prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation (where not otherwise required) or to file a general consent to service of process in any jurisdiction (where not otherwise required);

(c) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement (or such other time as may be agreed to by the Representatives and the Company) and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its security holders as soon as practicable (which may be satisfied by filing with the Commission’s Electronic Data Gathering Analysis and Retrieval System (“EDGAR”)), but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) (i) During the period beginning from the date hereof and continuing to and including the date 180 days after the date of the Prospectus (the "Company Lock-Up Period"), not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with or confidentially submit to the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares, including but not limited to any options or warrants to purchase shares of Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise (other than (a) the Shares to be sold hereunder or pursuant to

employee stock option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date of this Agreement, (b) the issuance by the Company of shares of Stock, options to purchase shares of Stock, including nonqualified stock options and incentive stock options, and other equity incentive compensation, including restricted stock or restricted stock units, stock appreciation rights, dividend equivalents and Stock-based awards, pursuant to equity plans described in the Pricing Prospectus and the Prospectus, (c) any shares of Stock issued upon the exercise of options or the settlement of restricted stock units or other equity-based compensation described in clause (b) granted under such equity plans described in the Pricing Prospectus and the Prospectus, or under equity plans or similar plans of companies acquired by the Company in effect on the date of acquisition, (d) the filing by the Company of any registration statement on Form S-8 with the Commission relating to the offering of securities pursuant to the terms of such equity plans described in the Pricing Prospectus and the Prospectus, (e) the issuance by the Company of shares of Stock or securities convertible into shares of Stock in connection with an acquisition or business combination, provided that the aggregate number of shares of Stock issued pursuant to this clause (e) during the Lock-Up Period shall not exceed 10% of the total number of shares of Stock issued and outstanding on the closing date of the offering, and provided further that, in the case of any issuance pursuant to this clause (e), any recipient of shares of Stock shall have executed and delivered to the Representatives a lock-up letter as described in Section 8(i)), without the prior written consent of the Representatives;

(ii) If the Representatives, in their sole discretion, agree to release or waive the restrictions in lock-up letters pursuant to Section 1(b)(iv) or Section 8(i) hereof, in each case for an officer or director of the Company, and provides the Company with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Annex II hereto through a major news service at least two business days before the effective date of the release or waiver;

(f) During a period of three years from the effective date of the Registration Statement, to furnish to its stockholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), to make available to its stockholders consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail; provided, however, that the Company may satisfy the requirements of this Section 5(f) by filing such information through EDGAR;

(g) During a period of three years from the effective date of the Registration Statement, to furnish to you copies of all reports or other communications (financial or other) furnished to stockholders, and to deliver to you as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed; provided that the Company may satisfy the requirements of this Section 5(g) by filing such information through EDGAR;

(h) To use its reasonable best efforts to list for trading, subject to notice of issuance, the Shares on the Exchange;

(i) To file with the Commission such information on Form 10-Q or Form 10-K as may be required by Rule 463 under the Act;

(j) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 p.m., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 3a(c) of the Commission's Informal and Other Procedures (16 CFR 202.3a); and

(k) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the "License"); provided, however, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred or extended to any person other than such Underwriter.

6. (a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; the Selling Stockholder represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus; and each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus required to be filed with the Commission; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule II(a) hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and the Company represents that it has satisfied and agrees that it will satisfy the conditions under Rule 433 under the Act to avoid a requirement to file with the Commission any electronic road show;

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus or Written Testing-the-Waters Communication any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Written Testing-the-Waters Communication would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or other document which will correct such conflict, statement or omission;

(d) The Company represents and agrees that (i) it has not engaged in, or authorized any other person to engage in, any Testing-the-Waters Communications, other than Testing-the-Waters Communications with the prior consent of the Representatives with entities that the Company reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act; and (ii) it has not distributed, or authorized any other person to distribute, any Written Testing-the-Waters Communication, other than those distributed with the prior consent of the Representatives that are listed on Schedule II(c) hereto; and the Company reconfirms that the Underwriters have been authorized to act on its behalf in engaging in Testing-the-Waters Communications;

(e) Each Underwriter represents and agrees that (i) any Testing-the-Waters Communications undertaken by it were with entities that such Underwriter reasonably believes are qualified institutional buyers

as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act and (ii) it will not distribute, or authorize any other person to distribute, any Written Testing-the-Waters Communication, other than those distributed with the prior written authorization of the Company.

7. The Company and the Selling Stockholder covenant and agree with one another and with the several Underwriters that (a) the Selling Stockholder will pay or cause to be paid the following: (i) the fees, disbursements and expenses of counsel for the Selling Stockholder, and (ii) all reasonable and documented expenses and taxes incident to the sale and delivery of the Shares to be sold by the Selling Stockholder to the Underwriters hereunder; and (b) the Company will pay or cause to be paid the following: (i) counsel for the Company and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Written Testing-the-Waters Communication, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all reasonable and documented expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(b) hereof, including the reasonable and documented fees and disbursements of counsel for the Underwriters (not to exceed, together with the fees and disbursements contemplated in clause (v) below, $35,000) in connection with such qualification and in connection with the Blue Sky survey; (iv) all reasonable and documented fees and expenses in connection with listing the Shares on the Exchange; (v) the reasonable and documented filing fees incident to, and the fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA of the terms of the sale of the Shares; (vi) the cost of preparing stock certificates, if applicable; (vii) the cost and charges of any transfer agent or registrar; and (viii) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section (including road show costs for the Company's management team). In connection with clause (a)(iv) of the preceding sentence, the Representative agrees to pay New York State stock transfer tax, and the Selling Stockholder agrees to reimburse the Representatives for associated carrying costs if such tax payment is not rebated on the day of payment and for any portion of such tax payment not rebated, incident to the sale and delivery of the Shares to be sold by the Selling Stockholder to the Underwriters hereunder. It is understood, however, that, except as provided in this Section, and Sections 9 and 12 hereof, the Underwriters will pay (x) all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make; and (y) in connection with any "road show" undertaken in connection with the marketing of the offering of the Shares, the travel, lodging and meal expenses of the Underwriters; provided, however, the Representatives and the Company agree that the Underwriters shall pay or cause to be paid fifty percent (50%) of the cost of any aircraft chartered in connection with such road show. It is further understood that the Company shall bear, and the Selling Stockholders shall not be required to pay or to reimburse the Company for, the cost of any other matters not directly relating to the sale and purchase of the Shares pursuant to this Agreement (including all costs and expenses in connection with the refinancing of the Company's debt).

8. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and the Selling Stockholder herein are, at and as of the Applicable Time and such Time of Delivery, true and correct, the condition that the Company and the Selling Stockholder shall have

performed all of their respective obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 p.m., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; no stop order suspending or preventing the use of the Pricing Prospectus, Prospectus or any Issuer Free Writing Prospectus shall have been initiated or, to the Company's knowledge, threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Cleary Gottlieb Steen & Hamilton LLP, counsel for the Underwriters, shall have furnished to you such written opinion and letter (a form of such opinion and letter is attached as Annex I(a) hereto), dated such Time of Delivery, in form and substance reasonably acceptable to you, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Mr. Mark A. Dorfman, general counsel for the Company, shall have furnished to you his written opinion (a form of each such opinion is attached as Annex I(b) hereto), dated such Time of Delivery;

(d) Sullivan & Cromwell LLP, counsel for the Company, shall have furnished to you their written opinion and letter (forms of such opinion and letter are attached as Annex I(c) hereto), dated such Time of Delivery;

(e) Curtis, Mallet-Prevost, Colt & Mosle LLP, counsel for the Selling Stockholder, shall have furnished to you their written opinion (a form of each such opinion is attached as Annex I(d) hereto), dated such Time of Delivery;

(f) (A) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, KPMG LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you, and (B) the Chief Financial Officer of the Company shall have furnished to you a certificate dated the date of this Agreement and each Time of Delivery, in form and substance satisfactory to you;

(g) (i) Neither the Company nor its subsidiaries shall have sustained since the date of the latest audited financial statements included in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus, there shall not have been any change in the capital stock (other than as a result of (A) the exercise of stock options or settlement of restricted stock units (including any "net" or "cashless" exercises or settlements), if any, or the award of stock options, restricted stock units, restricted stock or other awards, in each case pursuant to the Company's equity plans that are described in the Pricing Prospectus and the Prospectus, (B) the repurchase of shares of capital stock upon termination of the holder's employment or service with the Company pursuant to agreements providing for an option to repurchase or a right of first refusal on behalf of the Company, in each case pursuant

to agreements that are described in the Pricing Prospectus and Prospectus, or (C) the issuance, if any, of stock upon exercise or conversion of Company securities as described in the Pricing Prospectus and the Prospectus) or long-term debt of the Company or any of its subsidiaries or any change or effect, or any development involving a prospective change or effect, in or affecting (x) the business, properties, general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus, or (y) the ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(h) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(i) The Shares to be sold at such Time of Delivery shall have been duly listed on the Exchange;

(j) The Company shall have obtained and delivered to the Underwriters executed copies of an agreement from each person listed on Schedule III hereto, substantially to the effect set forth in Annex III hereto in form and substance satisfactory to you;

(k) The Company shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement (or such other time as may be agreed to by the Representatives and the Company); and

(l) The Company and the Selling Stockholder shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company and of the Selling Stockholder, respectively, reasonably satisfactory to you as to the accuracy of the representations and warranties of the Company and the Selling Stockholder, respectively, herein at and as of such Time of Delivery, as to the performance by the Company and the Selling Stockholder of all of their respective obligations hereunder to be performed at or prior to such Time of Delivery, as to such other matters as you may reasonably request, and the Company shall have furnished or caused to be furnished certificates as to the matters set forth in subsections (a) and (g) of this Section 8.

9. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any “roadshow” as defined in Rule 433(h) under the

Act conducted in connection with the offering of the Shares hereunder (a “roadshow”), any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act in connection with the offering of the Shares hereunder or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information.

(b) The Selling Stockholder will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any roadshow or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto or any Issuer Free Writing Prospectus, or any roadshow or any Testing-the-Waters Communication, in reliance upon and in conformity with the Selling Stockholder Information; and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Selling Stockholder shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus or any amendment or supplement thereto or any Issuer Free Writing Prospectus in reliance upon and in conformity with the Underwriter Information; provided, further, that the aggregate liability of the Selling Stockholder pursuant to this subsection (b) shall be limited to an amount equal to the proceeds (net of underwriting discounts and commissions but without deducting expenses) received by the Selling Stockholder for the Shares sold under this Agreement.

(c) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company and the Selling Stockholder against any losses, claims, damages or liabilities to which the Company or the Selling Stockholder may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, or any Testing-the-Waters Communication, in reliance upon and in

conformity with the Underwriter Information; and will reimburse the Company and the Selling Stockholder for any legal or other expenses reasonably incurred by the Company or the Selling Stockholder in connection with investigating or defending any such action or claim as such expenses are incurred. As used in this Agreement with respect to an Underwriter and an applicable document, "Underwriter Information" shall mean the written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the concession and reallowance figures appearing in the paragraph under the caption "Underwriting", and the information contained in the paragraph under the caption "Underwriting".

(d) Promptly after receipt by an indemnified party under subsection (a), (b) or (c) of this Section 9 of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; provided that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 9 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under the preceding paragraphs of this Section 9. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(e) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a), (b) or (c) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholder on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Selling Stockholder on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Stockholder on the one hand and the Underwriters on the other shall be deemed

to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company and the Selling Stockholder bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Selling Stockholder on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, the Selling Stockholder and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (e) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (e). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (e) (i) no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission and (ii) the aggregate amount the Selling Stockholder may be required to contribute pursuant to this subsection (b) shall be limited to the amount, if any by which the proceeds (net of underwriting discounts and commissions but without deducting expenses) received by the Selling Stockholder for the Shares sold under this Agreement exceeds the amount of any damages which the Selling Stockholder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint.

(f) The obligations of the Company and the Selling Stockholder under this Section 9 shall be in addition to any liability which the Company and the Selling Stockholder may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer or other affiliate of any Underwriter; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and the Selling Stockholder and to each person, if any, who controls the Company or the Selling Stockholder within the meaning of the Act.

10. (a) If any Underwriter shall default in its obligation to purchase the Shares that it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties reasonably satisfactory to the Company and the Selling Stockholder to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of all of such Shares, then the Company and the Selling Stockholder shall be entitled to a further period of thirty-six hours within which to procure another party or other parties mutually and reasonably agreeable to them and satisfactory to you to purchase any such Shares that remain on such terms. In the event that, within the respective prescribed periods, you notify the Company and the Selling Stockholder that you have so arranged for the purchase of such Shares, or the Company and the Selling Stockholder notify you that they have so arranged for the purchase of such Shares, you or the Company or the Selling Stockholder shall have the

right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Selling Stockholder shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all of the Shares to be purchased at such Time of Delivery, or if the Selling Stockholder shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to a Second Time of Delivery, the obligations of the Underwriters to purchase and of the Selling Stockholder to sell the Optional Shares shall thereupon terminate, without liability on the part of any non-defaulting Underwriter, the Company or the Selling Stockholder, except for the expenses to be borne by the Company, the Selling Stockholder and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, agreements, representations, warranties and other statements of the Company, the Selling Stockholder and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or the Selling Stockholder, or any officer or director or controlling person of the Company, or any controlling person of the Selling Stockholder, and shall survive delivery of and payment for the Shares.

12. If this Agreement shall be terminated pursuant to Section 10 hereof, neither the Company nor the Selling Stockholder shall then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason any Shares are not delivered by or on behalf of the Selling Stockholder as provided herein, or the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, the Selling Stockholder will reimburse the Underwriters through you for all out-of-pocket expenses approved in writing by you, including reasonably incurred and documented fees and disbursements of counsel, reasonably incurred and documented by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company and the Selling Stockholder shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof.

13. In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representatives jointly.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company and the Selling Stockholder, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, electronic mail, telex or facsimile transmission to Goldman Sachs & Co. LLC**,** 200 West Street, New York, New York 10282, Attention: Registration Department, and to ; if to the Selling Stockholder shall be delivered or sent by mail, telex or facsimile transmission to Leonardo U.S. Holding, Inc., 1235 South Clark Street, Suite 700, Arlington, VA 22002, Attention: BP, Legal and Corporate Affairs; if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth on the cover of the Registration Statement, Attention: Executive Vice President, General Counsel and Secretary; and if to any stockholder that has delivered a lock-up letter described in Section 8(j) hereof shall be delivered or sent by mail to his or her respective address provided in Schedule III hereto or such other address as such stockholder provides in writing to the Company; provided, however, that any notice to an Underwriter pursuant to Section 9(d) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire or telex constituting such Questionnaire, which address will be supplied to the Company or the Selling Stockholder by you on request; provided further that notices under subsection 5(e) shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to you as you at Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282, Attention: Control Room, and at . Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

14. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and the Selling Stockholder and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and each person who controls the Company, the Selling Stockholder or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

15. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

16. The Company and the Selling Stockholder acknowledge and agree that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company and the Selling Stockholder, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company or the Selling Stockholder, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company or the Selling Stockholder with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or the Selling Stockholder on other matters) or any other obligation to the Company or the Selling Stockholder except the obligations expressly set forth in this Agreement and (iv) the Company and the Selling Stockholder has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company and the Selling Stockholder agree that it will not claim that the Underwriters, or any

of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company or the Selling Stockholder, in connection with such transaction or the process leading thereto.

17. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company, the Selling Stockholder and the Underwriters, or any of them, with respect to the subject matter hereof.

18. **This Agreement and any transaction contemplated by this Agreement and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would result in the application of any other law than the laws of the State of New York. The Company and the Selling Stockholder agree that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company and the Selling Stockholder agree to submit to the jurisdiction of, and to venue in, such courts.**

19. The Company, the Selling Stockholder and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

20. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

21. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

22. Notwithstanding anything herein to the contrary, the Company and the Selling Stockholder are authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company and the Selling Stockholder relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment.

23. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective

under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) As used in this section:

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

24. "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

25. Contractual Acknowledgement with Respect to the Exercise of Bail-In Powers.

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understandings between the Company and the Underwriters, the Company acknowledges and accepts that a BRRD Liability (as defined below) arising under this Agreement may be subject to the exercise of Bail-in Powers (as defined below) by the Relevant Resolution Authority (as defined below), and acknowledges, accepts and agrees to be bound by:

(a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the Underwriters (the "Relevant BRRD Party") to the Company under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

(ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the Relevant BRRD Party or another person, and the issue to or conferral on the Company of such shares, securities or obligations;

(iii) the cancellation of the BRRD Liability;

(iv) the amendment or alteration of any interest, if applicable, thereon, or the dates on which any payments are due, including by suspending payment for a temporary period; and

(b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

As used in this section:

"Bail-in Legislation" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"Bail-in Powers" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"BRRD Liability" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"EU Bail-in Legislation Schedule" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com; and

"Relevant Resolution Authority" means the resolution authority with the ability to exercise any Bail-in Powers in relation to the Relevant BRRD Party.

If the foregoing is in accordance with your understanding, please sign and return to us (one for the Company and the Representatives plus one for each counsel) counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters, the Company and the Selling Stockholder. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company and the Selling Stockholder for examination, upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

Leonardo DRS, Inc.

By: .....

Name:

Title:

Leonardo US Holding, Inc.

By: .....

Name:

Title:

Accepted as of the date hereof

Goldman Sachs & Co. LLC

By: .....
Name:
Title:

BofA Securities, Inc.

By: .....
Name:
Title:

J.P. Morgan Securities LLC

By: .....
Name:
Title:

On behalf of each of the Underwriters

SCHEDULE I

Underwriters	**Total Number of Firm Shares to be Purchased**	**Number of Optional Shares to be Purchased if Maximum Option Exercised**
Goldman Sachs & Co. LLC		
BofA Securities, Inc.		
J.P. Morgan Securities LLC		
Barclays Capital Inc..		
Citigroup Global Markets Inc.		
Credit Suisse Securities (USA) LLC		
Morgan Stanley & Co. LLC.		
Credit Agricole Securities (USA) Inc.		
Intesa Sanpaolo S.p.A.		
MUFG Securities Americas Inc		
UniCredit Capital Markets LLC		
Total		

SCHEDULE II

1. Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package

   Electronic Roadshow dated , 2021

2. Information other than the Pricing Prospectus that comprise the Pricing Disclosure Package

   The initial public offering price per share for the Shares is $

   The number of Shares purchased by the Underwriters is .

3. Written Testing-the-Waters Communications

SCHEDULE III

Name of Stockholder	Address

ANNEX II

FORM OF PRESS RELEASE

Leonardo DRS, Inc. [Date]

Leonardo DRS, Inc. (the "Company") announced today that Goldman Sachs & Co. LLC, the lead book-running manager in the recent public sale of shares of the Company's common stock, is [waiving] [releasing] a lock-up restriction with respect to shares of the Company's common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on , 20 , and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

ANNEX III

Leonardo DRS, Inc.

Form of Lock-Up Agreement

, 2021

Goldman Sachs & Co. LLC
c/o Goldman Sachs & Co. LLC
200 West Street
New York, NY 10282-2198

c/o BofA Securities, Inc.
One Bryant Park
New York, NY 10036

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179

Re: Leonardo DRS, Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned, a stockholder and/or an officer and/or a director, as applicable, of Leonardo DRS, Inc., a Delaware corporation (the "Company"), understands that Goldman Sachs & Co. LLC, BofA Securities, Inc. and J.P. Morgan Securities LLC as representatives (the "Representatives"), propose to enter into an underwriting agreement (the "Underwriting Agreement") on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with the Company and Leonardo US Holding, Inc. (the "Selling Stockholder"), providing for a public offering ("Public Offering") of shares of the common stock, par value $0.01 per share, of the Company (the "Shares"), pursuant to a Registration Statement on Form S-1 filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this Lock-Up Agreement and continuing to and including the date 180 days after the date (the "Public Offering Date") set forth on the final prospectus used to sell the Shares (the "Lock-Up Period"), the undersigned shall not, and shall not cause or direct any of its affiliates to, (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any Shares of the Company, or any options or warrants to purchase any Shares of the Company, or any securities convertible into, exchangeable for or that represent the right to receive Shares of the Company (such options, warrants or other securities, collectively, "Derivative Instruments"), including without limitation any such Shares or Derivative Instruments now owned or hereafter acquired by the undersigned (collectively, the "Undersigned's Shares"), (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Undersigned's Shares, whether any such

transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Shares or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer") or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above. The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period. For the avoidance of doubt, the undersigned agrees that the foregoing provisions shall be equally applicable to any issuer-directed or other Shares the undersigned may purchase in the Public Offering.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), other than a natural person, entity or "group" (as described above) that has executed a Lock-Up Agreement in substantially the same form as this Lock-Up Agreement [and other than Leonardo S.p.A.][1], beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

If the undersigned is an officer or director of the Company, (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a Transfer of the Undersigned's Shares, the Representatives will notify the Company of the impending release or waiver, and (ii) the Company has agreed or will agree in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a Transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the Transfer.

Notwithstanding the foregoing, the undersigned may (a) Transfer or otherwise dispose of the Undersigned's Shares:

(i) as a *bona fide* gift or gifts or as a charitable contribution; provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein; and provided further that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (other than a Form 5, which shall not be filed on or prior date that is 180 days after the date set forth on the final prospectus used to sell the Shares), reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Lock-Up Period;

(ii) to any immediate family member (as defined below) of the undersigned or to any trust for the direct or indirect benefit of the undersigned or of any member of the immediate family of the undersigned; provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that no filing under Section 16(a) of the Exchange Act (other than a Form 5, which shall not be filed on or prior date that is 180 days after the date set forth on the final prospectus used to sell the Shares), reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Lock-Up Period;

[1] For selling stockholder only

(iii) to any beneficiary of or estate of a beneficiary of the undersigned pursuant to a trust, will, other testamentary document or intestate succession or applicable laws of descent, provided that the beneficiary or the estate of a beneficiary thereof agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transaction shall not involve a disposition for value and that no filing under Section 16(a) of the Exchange Act (other than a Form 5, which shall not be filed on or prior to the date that is 180 days after the date set forth on the final prospectus used to sell the Shares), reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Lock-Up Period;

(iv) to a partnership, limited liability company or other entity of which the undersigned and the immediate family of the undersigned are the legal and beneficial owner of all the outstanding equity securities or similar interests, provided that such partnership, limited liability company or other entity agrees to be bound in writing by the restrictions set forth herein, and provided further that no filing under Section 16(a) of the Exchange Act (other than a Form 5, which shall not be filed on or prior to the date that is 180 days after the date set forth on the final prospectus used to sell the Shares), reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Lock-Up Period;

(v) by operation of law, pursuant to a qualified domestic order of a court (including a divorce settlement, divorce decree or separation agreement), provided that the transferee or transferees thereof agree to be bound in writing by the restrictions set forth herein, and provided further that no filing under Section 16(a) of the Exchange Act (other than a Form 5, which shall not be filed on or prior to the date that is 180 days after the date set forth on the final prospectus used to sell the Shares), reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Lock-Up Period;

(vi) in transactions relating to shares of Common Stock in open market transactions after the completion of the Public Offering, provided that no filing under Section 16(a) of the Exchange Act (other than a Form 5, which shall not be filed on or prior to the date that is 180 days after the date set forth on the final prospectus used to sell the Shares), reporting a reduction in beneficial ownership of such shares of Common Stock, shall be required or shall be voluntarily made during the Lock-Up Period;

(vii) by (A) transfers of shares of Common Stock to the Company upon the "net" or "cashless" exercise of stock options or other equity awards granted pursuant to equity incentive plans described in the Registration Statement or (B) forfeitures of shares of Common Stock to the Company to satisfy tax withholding requirements of the undersigned or the Company upon the vesting, during the Lock-Up Period, of equity based awards granted under equity incentive plans or pursuant to other stock purchase arrangements, in each case described in the Registration Statement; provided that the underlying shares of Common Stock shall continue to be subject to the restrictions on transfer set forth in this Lock Up Agreement, and provided further that, if required, any public report or filing under Section 16(a) of the Exchange Act shall indicate in the footnotes thereto the nature of the transaction;

(viii) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction made to all holders of the Company's capital stock after the consummation of the Public Offering, involving a change of control of the Company, or group of persons, shall become, after the closing of the transaction, the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of total voting power of the voting securities of the Company), provided that in the event that such tender offer, merger, consolidation or other such transaction is

not completed, the undersigned's shares of Common Stock shall remain subject to the provisions of this Lock-Up Agreement;

(ix) to the Company in connection with the repurchase by the Company from the undersigned of shares of Common Stock of the Company or Derivative Instruments pursuant to a repurchase right arising upon the termination of the undersigned's employment with the Company; provided that such repurchase right is pursuant to contractual agreements with the Company; and provided further that, if required, any public report or filing under Section 16(a) of the Exchange Act shall indicate in the footnotes thereto the nature of the transaction;

(x) if the undersigned is a corporation, partnership, limited liability company or other business entity, by (A) distribution of shares of Common Stock or any Derivative Instrument to limited partners, general partners, members, stockholders, holders of similar interests of the undersigned (or in each case its nominee or custodian) or to any investment holding company controlled or managed by the undersigned or (B) transfers of shares of Common Stock or any Derivative Instrument to affiliates (as defined in Rule 405 of the Securities Act of 1933, as amended) or other entities controlled or managed by the undersigned or any of its affiliates (other than the Company and its subsidiaries); provided that each distributee and transferee agrees to be bound in writing by the restrictions set forth herein, and provided further that no filing under Section 16(a) of the Exchange Act (other than a Form 5, which shall not be filed on or prior to the date that is 180 days after the date set forth on the final prospectus used to sell the Shares), reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Lock-Up Period; or

(xi) with the prior written consent of the Representatives on behalf of the Underwriters.

(b) enter into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act relating to the transfer, sale or other disposition of securities of the undersigned, if then permitted by the Company, provided that the securities subject to the plan may not be sold during the Lock-Up Period (except to the extent otherwise allowed pursuant to clause (a) above).

For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin, and "change of control" shall mean any bona fide third-party tender offer, merger, consolidation or other similar transaction approved by the board of directors of the Company the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Company, shall become, after the closing of the transaction, the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of total voting power of the voting stock of the Company. In addition, notwithstanding the foregoing, if the undersigned is a corporation, the corporation may transfer the capital stock of the Company to any wholly-owned subsidiary of such corporation or of another corporation that wholly owns the undersigned; provided, however, that in any such case, it shall be a condition to the Transfer that the transferee execute an agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this Agreement and there shall be no further Transfer of such capital stock except in accordance with this Agreement, and provided further that any such transfer shall not involve a disposition for value. The undersigned now has, and, except as contemplated above, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. [In addition, the undersigned agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to, the registration of

its Shares or any security convertible into or exercisable or exchangeable for Shares.][2] The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the Transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the Shares and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns. This Lock-Up Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.echosign.com) or other transmission method and any counterparty so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The undersigned agrees that this Lock-Up Agreement may be signed electronically.

This Lock-Up Agreement and any claim, controversy or dispute arising under or related to this Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York.

It is understood that this Lock-Up Agreement shall immediately be terminated and the undersigned shall be released from all obligations under this Lock-Up Agreement if (i) the Company notifies the Representatives, in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering, (ii) the Company files an application with the SEC to withdraw the registration statement related to the Public Offering, (iii) the Underwriting Agreement is executed but is then terminated (other than the provisions thereof which survive termination) prior to payment for and delivery of the shares to be sold thereunder, or (iv) the Public Offering shall not have been completed by June 30, 2021, in the event the Underwriting Agreement has not been executed by such date.

[Remainder of page intentionally blank]

[2] For selling stockholder only.

Very truly yours,

Exact Name of Shareholder

Authorized Signature

Title

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF LEONARDO DRS, INC.

LEONARDO DRS, Inc., a corporation organized and existing under the laws of the State of Delaware, pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, as it may be amended (the "DGCL"), hereby certifies as follows:

The original Certificate of Incorporation of Leonardo DRS, Inc. (the "Corporation") was filed with the Secretary of State of the State of Delaware on November 8, 1968 under the name Diagnostic/Retrieval Systems, Inc. This Amended and Restated Certificate of Incorporation restates, integrates and further amends the provisions of the Certificate of Incorporation of the Corporation.

This Amended and Restated Certificate of Incorporation has been duly adopted, all in accordance with the provisions of Sections 242 and 245 of the DGCL.

The text of the Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is Leonardo DRS, Inc.

SECOND: The address, including street, number, city and county of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, Wilmington, County of New Castle, Delaware; and the name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a Corporation may be organized under the DGCL.

FOURTH: The Corporation shall be authorized to issue 310,000,000 shares of capital stock, consisting of 300,000,000 shares of common stock, par value $0.01 per share (the "Common Stock") and 10,000,000 shares of preferred stock, par value $0.01 per share (the "Preferred Stock").

(a) Common Stock.

(i) Except as otherwise provided in this Amended and Restated Certificate of Incorporation or by the DGCL, each holder of shares of Common Stock shall be entitled, with respect to each share of Common Stock held by such holder, to one vote in person or by proxy on all matters submitted to a vote of the holders of Common Stock, whether voting separately as a class or otherwise;

(ii) Subject to the rights, powers and preferences, if any, applicable to shares of Preferred Stock or any series thereof, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, property, stock or

otherwise as may be declared by the Board of Directors at any time and from time to time out of assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in such dividends and distributions.

(iii) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, and subject to the rights, powers and preferences, if any, applicable to the shares of Preferred Stock or any series thereof, the holders of shares of Common Stock shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them.

(b) Shares of Preferred Stock may be issued in one or more series from time to time by the Board, and the Board is authorized to fix the voting powers, designations, preferences and the relative participating, optional or other special rights and qualifications, limitations and restrictions of each series, including, without limitation, dividend rights, dividend rates, conversion rights, voting rights, terms of redemption, liquidation preferences and the number of shares constituting any series.

FIFTH:

(a) Any action required or permitted to be taken at any annual or special meeting of the stockholders must be effected at a duly called annual or special meeting of the stockholders and may not be taken by written consent of the stockholders; provided, however, that this paragraph (a) shall not become effective until the later of (x) termination of the period (the "Effective Proxy Period") during which the Corporation operates under the Proxy Agreement (as such agreement may be as amended, restated, modified or supplemented from time to time, the "Proxy Agreement") by and between the Corporation, the proxy holders named therein and their appointed successors (the "Proxy Holders"), Leonardo US Holding, Inc., Leonardo – Societa per azioni ("Leonardo S.p.A.") and the United States Department of Defense and (y) such date (the "Reporting Date", the "Reporting Period") as Leonardo S.p.A. is no longer required under International Financial Reporting Standards, as adopted by the European Union, to consolidate the financial statements of the Corporation with its financial results, and has published its audited annual financial statements for the last period during which such consolidation applied.

(b) Subject to the Bylaws of the Corporation and the Proxy Agreement, the board of directors of the Corporation is expressly authorized to adopt, amend or repeal Bylaws of the Corporation.

(c) Elections of directors need not be by written ballot except and to the extent provided in the Bylaws of the Corporation.

(d) The number of directors of the Corporation shall be fixed from time to time pursuant to the Bylaws of the Corporation, subject to alteration, from time to time, by amendment of the Bylaws of the Corporation either by the Board of Directors or the stockholders. An increase in the number of directors shall be deemed to create vacancies in the

Board of Directors, to be filled in the manner provided in the Bylaws of the Corporation. Any director or any officer elected or appointed by the stockholders or by the Board of Directors may be removed at any time, in such manner as shall be provided in the Bylaws of the Corporation.

SIXTH: Special meetings of stockholders may be called from time to time by the Chairman of the Board of Directors or the Chief Executive Officer of the Corporation or by a resolution adopted by the majority of the Board of Directors; provided, however, that until the later of the Reporting Date and termination of the Effective Proxy Period, special meetings of stockholders may also be called by the Secretary of the Corporation at the written request of stockholders of record who own, or are acting on behalf of one or more beneficial owners who own, capital stock representing at least 50% of the outstanding Common Stock then entitled to vote an any annual meeting or special meeting of stockholders (the "Special Meeting Request Required Shares"), and who continue to own the Special Meeting Request Required Shares at all times between the Ownership Record Date (as defined below) and the date of the applicable meeting of stockholders. Special meetings shall be held solely for the purpose or purposes specified in the notice of meeting delivered by the Corporation. Any record stockholder (whether acting for him, her or itself, or at the direction of a beneficial owner) may, by written notice to the Secretary of the Corporation, request that the Board of Directors fix a record date to determine the record stockholders who are entitled to deliver a written request to call a special meeting (such record date, the "Ownership Record Date"). The Ownership Record Date shall not precede, and shall not be more than 10 days after, the date upon which the resolution fixing the Ownership Record Date is adopted by the Board of Directors.

SEVENTH: To the fullest extent permitted by Section 122(17) of the DGCL (or any successor provision), the Corporation, on behalf of itself and its subsidiaries, renounces and waives any interest or expectancy in, or in being offered an opportunity to participate in, potential transactions, matters or business opportunities (each, a "Corporate Opportunity") that are from time to time presented to Leonardo S.p.A. or any of its officers, directors, employees, agents, stockholders, members, partners, affiliates or subsidiaries (other than the Corporation and its subsidiaries), with the exception of the Proxy Holders, even if the opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so. Neither Leonardo S.p.A. nor any of its officers, directors, employees, agents, stockholders, members, partners, affiliates or subsidiaries, with the exception of the proxy holders, will be liable to the Corporation or any of its subsidiaries for breach of any fiduciary or other duty by reason of the fact that such person pursues or acquires such Corporate Opportunity, directs such Corporate Opportunity to another person or fails to present such Corporate Opportunity, or information regarding such Corporate Opportunity, to the Corporation or its subsidiaries. To the fullest extent permitted by law, any person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and consented to this Article SEVENTH. Neither the alteration, amendment or repeal of this Article SEVENTH, nor the adoption of any provision of this Amended and Restated Certificate of Incorporation inconsistent with this Article SEVENTH, nor, to the fullest extent permitted by law, any modification of law, shall eliminate or reduce the effect of this Article SEVENTH in respect of any business opportunity first identified or any other matter occurring, or any cause of action, suit or claim that, but for this

Article SEVENTH, would accrue or arise, prior to such alteration, amendment, repeal, adoption or modification. If any provision or provisions of this Article SEVENTH shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article SEVENTH (including, without limitation, each portion of any paragraph of this Article SEVENTH containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Article SEVENTH (including, without limitation, each such portion of any paragraph of this Article SEVENTH containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law. This Article SEVENTH shall not limit any protections or defenses available to, or indemnification or advancement rights of, any director or officer of the Corporation under this Amended and Restated Certificate of Incorporation, the Bylaws of the Corporation, applicable law, any agreement or otherwise.

EIGHTH: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

NINETH:

(a) The Corporation shall, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, have power to indemnify any person who was or is made a party, or is threatened to be made a party, to any pending or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative (hereinafter a "proceeding"), by reason of the fact that (a) he or she is or was a director or officer of the Corporation or (b) he or she is or was serving at the request of the Board of Directors or an officer of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, against all expense, liability, and loss (including attorneys' fees, costs and charges, judgments, fines, ERISA excise taxes or penalties, penalties, and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith.

(b) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Bylaws, any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his

official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(c) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

TENTH:

(a) Subject to paragraph (b) of this Article TENTH, unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by law, be the sole and exclusive forum for any internal or intra-corporate claim or any action asserting a claim governed by the internal affairs doctrine as defined by the laws of the State of Delaware, including, but not limited to: (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, other employee, agent or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising out of or under the DGCL, or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware (including, without limitation, any action asserting a claim arising out of or pursuant to this Amended and Restated Certificate of Incorporation or the Bylaws) and (iv) any action asserting a claim that is governed by the internal affairs doctrine; provided, however, that this paragraph (a) shall not apply to claims arising under the Securities Act of 1933, as emended (the "Securities Act"), or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or other federal securities laws for which there is exclusive federal or concurrent federal and state jurisdiction.

(b) Unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the sole and exclusive forum for any action asserting a cause of action arising under the Securities Act or any rule or regulation promulgated thereunder (in each case, as amended) shall be the federal district courts of the United States.

(c) To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article TENTH.

ELEVENTH:

(a) The Corporation expressly elects not to be governed by Section 203 of the DGCL.

(b) Notwithstanding paragraph (a) of this Article ELEVENTH, the Corporation shall not engage in any business combination, at any point in time at which the Corporation's

Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, with any interested stockholder for a period of three (3) years following the time that such stockholder became an interested stockholder, unless: (i) prior to such time, the Board of Directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder; (ii) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (a) persons who are directors and also officers; or (b) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or (iii) at or subsequent to such time, the business combination is approved by the Board of Directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66⅔% of the outstanding voting stock of the Corporation which is not owned by the interested stockholder.

For purposes of paragraph (b) of this Article ELEVENTH:

"affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

"associate," when used to indicate a relationship with any person, means: (i) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock; (ii) any trust or other estate in which such person has at least a 20% beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and (iii) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

"business combination," when used in reference to the Corporation and any interested stockholder, means: (i) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation (a) with the interested stockholder; or (b) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation clause (b) of this Article ELEVENTH is not applicable to the surviving entity; (ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to 10% or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation; (iii) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (a) pursuant to the exercise, exchange or conversion of securities exercisable for,

exchangeable for or convertible into stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the interested stockholder became such; (b) pursuant to a merger under Section 251(g) of the DGCL; (c) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (d) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (e) any issuance or transfer of stock by the Corporation; provided, however, that in no case under clauses (c)-(e) of this subsection (iii) shall there be an increase in the interested stockholder's proportionate share of the stock of any class or series of the Corporation or of the voting stock of the Corporation (except as a result of immaterial changes due to fractional share adjustments); (iv) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary which is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested stockholder; or (v) any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges, or other financial benefits (other than those expressly permitted by subsections (i)-(iv) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

"control," including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of the Corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this Article ELEVENTH, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

"interested stockholder" means any person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of 15% or more of the outstanding voting stock of the Corporation; or (ii) is an affiliate or associate of the Corporation and was the owner of 15% or more of the outstanding voting stock of the Corporation at any time within the three (3) year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder, and the affiliates and associates of such person; provided, however, that the term "interested stockholder" shall not include Leonardo S.p.A. or any of its affiliates, including US Holding, or their respective direct transferees and indirect transferees and any affiliates of such transferees, or any "group" (within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended) that includes

any of the foregoing prior to the occurrence of a transaction in which such persons cease to collectively, as applicable, beneficially own at least 15% of the Corporation's outstanding voting stock. For the purpose of determining whether a person is an interested stockholder, the voting stock of the Corporation deemed to be outstanding shall include stock deemed to be owned by the person through application of the definition of “owner” below but shall not include any other unissued stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

“owner,” including the terms “own” and “owned,” when used with respect to any stock, means a person that individually or with or through any of its affiliates or associates: (i) beneficially owns such stock, directly or indirectly; or (ii) has (a) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, however, that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person’s affiliates or associates until such tendered stock is accepted for purchase or exchange; or (b) the right to vote such stock pursuant to any agreement, arrangement or understanding; provided, however, that a person shall not be deemed the owner of any stock because of such person’s right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to ten (10) or more persons; or (iii) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in clause (b) of subsection (ii) above), or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

“person” means any individual, corporation, partnership, unincorporated association or other entity.

“transferee” means any person who acquires voting stock of the Corporation directly from Leonardo S.p.A. or any of its affiliates, including US Holding (other than in connection with a public offering) (a “direct transferee”), or who acquires voting stock of the Corporation directly from any direct transferee (an “indirect transferee”) or from any other indirect transferee, and who is designated in writing by such person’s transferor as a “transferee.”

“voting stock” means stock of any class or series entitled to vote generally in the election of directors, and every reference in this Article ELEVENTH to a percentage of voting stock shall refer to such percentage of the votes of such voting stock.

TWELVETH: Subject to the Proxy Agreement, the Corporation reserves the right to amend, alter, or repeal any provision contained in this Amended and Restated Certificate of Incorporation in the manner now or hereafter prescribed by the DGCL; and all rights herein conferred upon stockholders, directors or any other persons are granted subject to this reservation. Notwithstanding anything to the contrary contained in this Amended and Restated Certificate of Incorporation, and notwithstanding that a lesser percentage may be permitted from

time to time by applicable law, an affirmative vote of the majority of the Board of Directors and the affirmative vote of the holders of a majority of the outstanding shares of Common Stock then entitled to vote an any annual meeting or special meeting of stockholders shall be required to amend, alter, repeal or adopt any provision of this Amended and Restated Certificate of Incorporation; provided, however, that from and after the later of the Reporting Date and termination of the Effective Proxy Period, no provision of Articles FIFTH, SIXTH, SEVENTH, EIGHTH, NINETH, ELEVENTH and TWELVETH of this Certificate of Incorporation may be altered, amended or repealed in any respect, nor may any provision inconsistent therewith be adopted or added, unless such alteration, amendment, repeal, adoption or addition is approved by the affirmative vote of the holders of at least 66 2/3% of the voting power of the outstanding Common Stock then entitled to vote an any annual meeting or special meeting of stockholders.

THIRTEENTH: The Corporation shall have perpetual existence.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate on behalf of the Corporation this 9th day of March, 2021.

/s/ William J. Lynn III

William J. Lynn III
Chief Executive Officer

THIRD AMENDED AND RESTATED BYLAWS

of

LEONARDO DRS, INC.

(hereinafter, the "Corporation")

(adopted as of March 9, 2021)

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation in the State of Delaware, as set forth in the Corporation's Amended and Restated Certificate of Incorporation of the Corporation (the "Amended and Restated Certificate of Incorporation"), shall be established and maintained initially at 251 Little Falls Drive, Wilmington, County of New Castle, Delaware. The name of the registered agent of the Corporation at such address is Corporation Service Company.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors of the Corporation (the "Board of Directors") may from time to time determine or as the business of the Corporation may require.

ARTICLE II

STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The annual meeting of stockholders shall be on an annual basis, at such date, time and place as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver thereof, at which meeting the stockholders shall elect a Board of Directors by a plurality vote, and transact such other business as may properly be brought before the meeting. The Board of Directors may postpone, reschedule or cancel the annual meeting of stockholders previously scheduled by the Board of Directors.

Section 3. Special Meetings. Special meetings of stockholders, for any purpose or purposes, shall be called as provided in the Amended and Restated Certificate of Incorporation.

Section 4. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, written notice of an annual meeting or special meeting stating the place, date, and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than twenty days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 5. Quorum. Except as otherwise required by law, the Amended and Restated Certificate of Incorporation or these Bylaws, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by

proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 6. Voting. Except as otherwise required by applicable law or as otherwise provided in these Bylaws or the Amended and Restated Certificate of Incorporation, any questions brought before any meeting of stockholders shall be decided by a majority vote of the number of shares entitled to vote, present in person or represented by proxy. Such votes may be cast in person or by proxy, but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period.

Section 7. Action by Consent.

(a) During the longer of (x) the period (the "Effective Proxy Period") in which the Corporation operates under the Proxy Agreement (as such agreement may be as amended, restated, modified or supplemented from time to time, the "Proxy Agreement") by and between the Corporation, the proxy holders named therein and their appointed successors (the "Proxy Holders"), Leonardo US Holding, Inc. ("US Holding"), Leonardo – Societa per azioni ("Leonardo S.p.A.") and the United States Department of Defense, as amended, restated, modified or supplemented from time to time ("DoD"), and (y) the period (the "Reporting Period) during which Leonardo S.p.A. is required under International Financial Reporting Standards, as adopted by the European Union, to consolidate the financial statements of the Corporation with its financial results, and continuing until such time as Leonardo S.p.A. has published its audited annual financial statements for the last period during which such consolidation applies, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered (by hand or by certified or registered mail, return receipt requested) to the Corporation. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

(b) After the termination of the Effective Proxy Period and the Reporting Period, any action required or permitted to be taken at any annual meeting or special meeting of stockholders must be effected at a duly called annual meeting or special meeting of the stockholders and may not be taken by written consent of the stockholders.

Section 8. Advance Notice of Stockholder Nominees for Director and Other Stockholder Proposals.

(a) (i) At any annual meeting of stockholders, only such nominations of persons for election to the Board of Directors shall be made, and only such other business shall

be conducted or considered, as have been properly brought before the meeting. To be properly brought before an annual meeting, nominations of persons for election or re-election to the Board of Directors or other business must be (A) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors; (B) otherwise properly brought before the meeting by or at the direction of the Board of Directors; (C) as provided in the Proxy Agreement; or (D) otherwise properly brought before the meeting by a stockholder in accordance with clauses (ii), (iii) and (iv) of this Section 8(a) (this clause (D) being the exclusive means for a stockholder to bring nominations or other business before an annual meeting of stockholders, other than business properly included in the Corporation's proxy materials pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). The provisions of this Section 8(a) and the following Section 8(b) apply to all nominations of persons for election to the Board of Directors and other business proposed to be brought before a meeting.

(ii) For nominations of any person for election or re-election to the Board of Directors or other business to be properly brought before an annual meeting by a stockholder (A) the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation, which notice must also fulfill the requirements of clause (iii) of this Section 8(a); (B) the subject matter of any proposed business must be a matter that is a proper subject matter for stockholder action at such meeting; and (C) the stockholder must be a stockholder of record of the Corporation at the time the notice required by this Section 8(a) is delivered to the Corporation and must be entitled to vote at the meeting.

(iii) To be considered timely notice, a stockholder's notice must be received by the Secretary of the Corporation at the principal executive office of the Corporation not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the first anniversary date of the annual meeting for the preceding year; provided, however, that in the event that the annual meeting is advanced by more than thirty (30) days before or delayed by more than sixty (60) days after the first anniversary date of the preceding year's annual meeting, a stockholder's notice must be delivered to our corporate secretary not later than the later of (x) the close of business on the ninetieth (90th) day prior to the meeting and (y) the close of business on the tenth (10th) day following the day on which a public announcement of the date of the meeting is first made. In no event shall the public announcement of an adjournment or postponement of an annual meeting or of a new record date for an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth the following information (and, if such notice relates to the nomination of any person for election or re-election as a director of the Corporation, the questionnaire, representation and agreement required by the following Section 8(b) must also be delivered with and at the same time as such notice):

(A) as to each person whom the stockholder proposes to nominate for election as a director, (1) all information relating to such person that is required to be disclosed in accordance with Regulation 14A under the Exchange Act, whether in a solicitation of proxies for the election of directors in an election contest or otherwise, and such other information as may be required by the Corporation pursuant to any policy of the Corporation governing the selection of

directors and publicly available (whether on the Corporation's website or otherwise) as of the date of such notice; (2) such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; and (3) a description of all agreements, arrangements or understandings between the stockholder or any beneficial owner on whose behalf such nomination is made, or their respective affiliates, and each nominee or any other person or persons (naming such person or persons) in connection with the making of such nomination or nominations;

(B) as to any other business the stockholder proposes to bring before the meeting, (1) a brief description of such business; (2) the text of the proposal to be voted on by stockholders (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment); (3) the reasons for conducting such business at the meeting; and (4) a description of any direct or indirect material interest of the stockholder or of any beneficial owner on whose behalf the proposal is made, or their respective affiliates, in such business, and all agreements, arrangements and understandings between such stockholder or any such beneficial owner or their respective affiliates and any other person or persons (naming such person or persons) in connection with the proposal of such business;

(C) as to the stockholder giving the notice and each beneficial owner, if any, on whose behalf the business is proposed or nomination is made (each, a "Party"), (1) the name and address of such Party (in the case of each stockholder, as they appear on the Corporation's books and records); (2) the class or series and number of shares of stock or other securities of the Corporation that are owned, directly or indirectly, beneficially or held of record by such Party or any of its affiliates (naming such affiliates); (3) a description of any agreement, arrangement or understanding (including any swap or other derivative or short position, profit interest, option, warrant, convertible security, stock appreciation or similar right with exercise or conversion privileges, hedging transactions, and securities lending or borrowing arrangement) to which such Party or any of its affiliates or associates and/or any others acting in concert with any of the foregoing is, directly or indirectly, a party as of the date of such notice (x) with respect to shares of stock or other securities of the Corporation or (y) the effect or intent of which is to transfer to or from any such person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, mitigate loss to, manage the potential risk or benefit of security price changes (increases or decreases) for, or increase or decrease the voting power of any such person with respect to securities of the Corporation or which has a value derived in whole or in part, directly or indirectly, from the value (or change in value) of any securities of the Corporation, in each case whether or not subject to settlement in the underlying security of the Corporation (each such agreement, arrangement or understanding, a "Disclosable Arrangement"), specifying in each case (I) the effect of such Disclosable Arrangement on voting or economic rights in securities in the Corporation, as of the date of the notice and (II) any changes in such voting or economic rights which may arise pursuant to the terms of such Disclosable Arrangement; (4) a description of any proxy, agreement, arrangement, understanding or relationship between or among such Parties, any of their respective affiliates or associates, and/or any others acting in concert with any of the foregoing with respect to the nomination or proposal and/or the voting, directly or indirectly, of any shares or any other security of the

Corporation; (5) any rights to dividends on the shares of the Corporation owned, directly or indirectly, beneficially by such Party that are separated or separable from the underlying shares of the Corporation; (6) any proportionate interest in shares of the Corporation or Disclosable Arrangements held, directly or indirectly, by a general or limited partnership or limited liability company in which such Party is a general partner or managing member or, directly or indirectly, beneficially owns an interest in a general partner or managing member; (7) any performance-related fees that such Party is directly or indirectly entitled to based on any increase or decrease in the value of shares of the Corporation or Disclosable Arrangements, if any, as of the date of such notice, including any such interests held by members of such Party's immediate family sharing the same household; (8) a representation that the stockholder is a holder of record of stock of the Corporation at the time of the giving of the notice, is entitled to vote at such meeting and will appear in person or by proxy at the meeting to propose such business or nomination; and (9) a representation as to whether such Party intends, or is part of a group which intends, (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding shares of capital stock required to approve or adopt the proposal or elect the nominee and/or (y) otherwise to solicit proxies or votes from stockholders in support of such proposal or nomination; (10) any other information relating to such Party required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Regulation 14(a) of the Exchange Act; and (11) a certification regarding whether such Party has complied with all federal, state and other legal requirements in connection with such Party's acquisition of shares of capital stock or other securities of the Corporation; and

(D) an undertaking by each Party to notify the Corporation in writing of any change in the information previously disclosed pursuant to clauses (A), (B) and (C) of this Section 8(a)(iii) as of the record date for determining stockholders entitled to receive notice of such meeting and as of the date that is fifteen (15) days prior to the meeting or any adjournment or postponement thereof, by written notice received by the Secretary of the Corporation at the principal executive offices of the Corporation not later than five (5) days following such record date and not later than ten (10) days prior to the date for the meeting or any adjournment or postponement thereof, and thereafter by written notice so given and received within two (2) business days of any change in such information (and, in any event, by the close of business on the day preceding the meeting date).

The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation and to determine the independence of such nominee under the Exchange Act and the rules or regulations of any stock exchange applicable to the Corporation. In addition, a stockholder seeking to nominate a director candidate or bring another item of business before the annual meeting shall promptly provide any other information reasonably requested by the Corporation.

(iv) Notwithstanding anything in clause (iii) of this Section 8(a) to the contrary, in the event that the number of directors to be elected to the Board of Directors at an annual

meeting of stockholders is increased and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting of stockholders, a stockholder's notice required by this Section 8(a) shall also be considered timely, but only with respect to nominees for the additional directorships, if it is received by the Secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation (it being understood that such notice must nevertheless comply with the requirements of clause (iii) of this Section 8(a)).

(b) To be eligible to be a nominee for election or re-election by the stockholders as a director of the Corporation or to serve as a director of the Corporation, a potential nominee must deliver (not later than the deadline prescribed for delivery of notice under clause (iii) or (iv), as applicable, of Section 8(a)) to the Secretary of the Corporation a written questionnaire with respect to the background and qualifications of such potential nominee and, if applicable, the background of any other person on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary of the Corporation upon written request) and a written representation and agreement (in the form provided by the Secretary of the Corporation upon written request) that, among other matters, such potential nominee or other person: (i) is not and will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person as to how such potential nominee, if elected as a director, will act or vote on any issue or question that has not been disclosed in such questionnaire; (ii) is not and will not become a party to any agreement, arrangement or understanding with any person other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed in such questionnaire; and (iii) in such potential nominee's individual capacity and on behalf of any person on whose behalf the nomination is being made, would be in compliance, if elected or re-elected as a director, and will comply with, applicable law and all corporate governance, conflict of interest, confidentiality and other policies and guidelines of the Corporation applicable to directors generally and publicly available (whether on the Corporation's website or otherwise) as of the date of such representation and agreement.

(c) Only such business shall be conducted at a special meeting of stockholders as (A) has been specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors; or (B) otherwise properly brought before the meeting by or at the direction of the Board of Directors. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting, (i) by or at the direction of the Board of Directors or any committee thereof, (ii) as provided in the Proxy Agreement and (iii) so long as the person requesting the special meeting pursuant to Article SIXTH of the Amended and Restated Certificate of Incorporation) has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time the notice provided for in Section 8(a)(iii) is delivered to the Secretary of the Corporation, who is entitled to vote at the meeting and upon such election and who complies with the requirements

set forth in Sections 8(a)(iii) and 8(b) as if such requirements referred to such special meeting; provided, however, that to be considered timely notice under this clause (c), a stockholder's notice must be received by the Secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which public announcement of the date of such special meeting was first made. This clause (c) shall be the exclusive means for a stockholder to make nominations or other business proposals before a special meeting of stockholders (other than matters properly brought under Rule 14a-8 under the Exchange Act and included in the Corporation's notice of meeting).

(d) Only such persons who are nominated for election or re-election as a director of the Corporation in accordance with the procedures, and who meet the other qualifications, set forth in these Bylaws shall be eligible to stand for election as directors and only such business shall be conducted at a meeting of stockholders as has been brought before the meeting in accordance with the procedures set forth in these Bylaws.

(e) Without limiting the applicability of the foregoing provisions of this Section 8, a stockholder who seeks to have any proposal or potential nominee included in the Corporation's proxy materials must provide notice as required by and otherwise comply with the applicable requirements of the rules and regulations under the Exchange Act. Except for the immediately preceding sentence, nothing in this Section 8 shall be deemed to affect any rights of (i) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act; or (ii) the holders of any outstanding class or series of Preferred Stock, voting as a class separately from the holders of common stock, to elect directors pursuant to any certificate of designation of such series of Preferred Stock or the Amended and Restated Certificate of Incorporation. Subject to Rule 14a-8 under the Exchange Act, nothing in these Bylaws shall be construed to permit any stockholder, or give any stockholder the right, to include or have disseminated or described in the Corporation's proxy statement any nomination of director or directors or any other business proposal.

(f) Notwithstanding this Section 8, during the longer of the Effective Proxy Period and the Reporting Period, business conducted at an annual or special meeting of stockholders at the request of Leonardo S.p.A. or its affiliates, including US Holding, shall not be subject to the notice provisions set forth in paragraphs (a)(ii), (a)(iii), (a)(iv), (b), (c) or (d) of this Section 8.

(g) For purposes of this Section 8, "public announcement" means disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service, or that is generally available on internet news sites or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

ARTICLE III

DIRECTORS

Section 1. Number and Election of Directors. (a) The number of directors that shall constitute the Board of Directors shall be not less than one or more than ten. The number of directors shall be determined by the stockholders, and shall be increased or decreased within the limits specified above, provided that during the Effective Proxy Period, the number of directors shall be determined in accordance with the terms of the Proxy Agreement. Except as provided in Section 2 of this Article, or during the Effective Proxy Period, directors shall be elected by a plurality of the votes cast at annual meetings of stockholders, and each director so elected shall hold office until the next annual meeting and until his successor is duly elected and qualified, or until his earlier resignation or removal. During the Effective Proxy Period, the election, resignation and removal of directors shall be governed by the terms of the Proxy Agreement.

(b) During the Effective Proxy Period, the Board of Directors, through the Nominating and Governance Committee of the Board of Directors, to be comprised solely of Proxy Holders, will nominate five (5) Proxy Holders and the four Non-Proxy Holder Director Nominees identified pursuant to the following sentence for election as directors (the "Proxy Holder Directors") at any meeting of the stockholders of the Corporation at which directors are to be elected (an "Election Meeting"). By majority vote and in their sole discretion, the Proxy Holders, through the Nominating and Governance Committee, shall, from among the relevant candidates proposed by US Holding after reasonable consultation by US Holding with the Nominating and Governance Committee (the "Non-Proxy Holder Director Nominees"), select the Chief Executive Officer and designate three (3) additional individuals, all four of whom to be nominated for election as directors at each Election Meeting. If any Non-Proxy Holder Director Nominee has a prior or existing contractual, financial or employment relationship with Leonardo S.p.A. such that the Non- Proxy Holder Director Nominee would not qualify as an "Independent Director", prior approval by the Defense Counterintelligence and Security Agency ("DCSA") shall be required.

Section 2. Vacancies. (a) In the event of any vacancy on the Board of Directors, however occurring, including vacancies resulting from an enlargement of the Board of Directors, the Corporation shall give prompt notice of such vacancy to the stockholders and, subject to Section 2(b) of this Article, such vacancy shall be filled promptly only by a majority vote of the Directors then in office.

(b) During the Effective Proxy Period, (i) notice of any vacancy on the Board of Directors, however occurring, shall also be given to DCSA and, (ii) upon receipt of DCSA's approval of the proposed nominee, (A) vacancies of Proxy Holder Directors shall be filled by the new Proxy Holder appointed to take such Proxy Holder's place in accordance with the Proxy agreement and (B) vacancies of Non-Proxy Holder Directors shall be filled by a majority vote of the Proxy Holders in accordance with the procedures set forth in the Proxy Agreement. A vacancy shall not continue for a period of more than ninety (90) days after a director's resignation, death, disability or removal unless DCSA is notified of the delay.

Section 3. Committees in General.

(a) The Board of Directors may designate one or more committees, which committees shall, to the extent provided in the resolution of the Board of Directors establishing such a committee, have all authority and may exercise all the powers of the Board of Directors in the management of the business and affairs of the Corporation to the extent lawful under the General Corporation Law of the State of Delaware. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors.

(b) The members of each committee shall be selected by the Board of Directors. Each member of any committee (whether designated at an annual meeting of the Board of Directors or to fill a vacancy on such committee or otherwise) shall hold office as a committee member until his or her successor shall have been designated or until he or she shall cease to be a director, or until his or her earlier death, or resignation or removal from the committee.

Section 4. Government Security Committee. (a) During the Effective Proxy Period and in accordance with the provisions of the Proxy Agreement, there shall be established a permanent committee, to be known as the Government Security Committee ("GSC"), to ensure that the Corporation maintains policies and procedures to safeguard the classified information and controlled unclassified information in the possession of the Corporation and to ensure that the Corporation complies with the DoD Security Agreement (DD Form 441), the Proxy Agreement, appropriate contract provisions regarding security, United States Government export control laws and the National Industrial Security Program.

(b) The members of the GSC shall include such members as required by the Proxy Agreement. The members of the GSC shall exercise their best efforts to ensure the implementation within the Corporation of all procedures, organizational matters and other aspects pertaining to the security and safeguarding of classified and controlled unclassified information called for by the Proxy Agreement.

(c) The members of the GSC shall designate one GSC member to serve as Chairman of the GSC. If the Chairman is absent from a meeting where a quorum (as defined in Section 9 of this Article III) is otherwise present, the attending members of the GSC shall designate any other Proxy Holder Director who is present at the meeting to serve as temporary chairman of the meeting. The Chairman of the GSC shall designate a member of the GSC to be Secretary of the GSC, whose responsibilities shall include ensuring that all records, journals and minutes of GSC meetings and other documents sent to or received by the GSC are prepared and retained for inspection by DCSA.

(d) The Chairman of the GSC shall provide, to the extent authorized by the Proxy Agreement, for regular meetings of the GSC. Discussions of classified and controlled unclassified information by the GSC shall be held in closed sessions and accurate minutes of such meetings shall be kept and shall be made available only to such authorized individuals as are so designated by the GSC.

Section 5. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the provisions of the Proxy Agreement (during the Effective Proxy Period), the Amended and Restated Certificate of Incorporation or by these Bylaws directed or required to be exercised, done, approved or consented to by the stockholders, or to the extent applicable, Proxy Holder Directors (during the Effective Proxy Period). During the Effective Proxy Period, without the prior written consent of the holder(s) of a majority of the outstanding shares of Common Stock, the Corporation shall not initiate action to terminate the Proxy Agreement in accordance with its terms.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors may fix, and as shall be specified in a notice thereof given as hereinafter provided in Section 8 of this Article III and Section 1 of Article VI. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by (a) the Chairman of the Board, (b) two or more directors of the Corporation, (c) the Chief Executive Officer, if one has been elected, or (d) the holder(s) of at least one-third of the outstanding shares of Common Stock.

Section 8. Notice of Meetings. (a) Notice of each regular and special meeting of the Board of Directors shall be given by the Secretary as hereinafter provided in this Section 10 and Section 1 of Article VI, in which notice shall be stated the date, time, place of the meeting and the purpose or purposes for which the meeting is called. The notice shall be given not less than 14 days before the date of the meeting to each director entitled to vote at such meeting.

(b) Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting, except when he or she shall attend for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 9. Quorum: Board Action. (a) No action may be taken by the Board of Directors, or any committee thereof, in the absence of a quorum. A majority of the Board of Directors shall be necessary to constitute a quorum. With respect to all standing committees of the Board of Directors, including the Compensation Committee and the Government Security Committee, a majority of each such committee shall be necessary to constitute a quorum. Except as otherwise expressly required by statute or the provisions of the Proxy Agreement (during the Effective Proxy Period), the Amended and Restated Certificate of Incorporation or these Bylaws, the act of a majority of the directors present at any meeting at which a quorum is present, shall be the act of the Board of Directors, and the act of a majority of the members of a committee present at any meeting at which a quorum is present shall be the act of such committee. During the Effective Proxy Period, the Board of Directors shall not approve any amendment, alteration

or repeal of any provision of the Amended and Restated Certificate of Incorporation that would be contrary to or inconsistent with the then-applicable terms of the Proxy Agreement.

(b) In the absence of a quorum at any meeting of the Board of Directors or any committee thereof, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of the date, time and place of any such adjourned meeting shall be given to all of the directors unless such date, time and place were announced at the meeting at which the adjournment was taken, in which case such notice shall only be given to the directors who were not present thereat. At any adjourned meeting at which a quorum is present, only any business may be transacted which might have been transacted at the meeting as originally called. The directors shall act only as a Board or a committee and the individual directors shall have no power as such.

Section 10. Actions of Board. Unless otherwise provided by the Amended and Restated Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing or electronic transmission.

Section 11. Participation Other Than in Person. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a Board of Directors or committee meeting by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 11 shall constitute presence in person at the meeting.

Section 12. Chairman of the Board. The Board of Directors shall elect a Chairman of the Board. The Chairman of the Board shall be a member of the Board of Directors and, during the Effective Proxy Period, a resident citizen of the United States who has, or is eligible to possess, a DoD personnel security clearance at the level of the Corporation's facility security clearance. If present, the Chairman shall preside at each meeting of the Board of Directors or the stockholders. The Chairman shall perform such duties as may from time to time be assigned by the Board of Directors.

Section 13. Organization. At each meeting of the Board of Directors, the Chairman of the Board (or, in the Chairman's absence, another director, chosen by a majority of the directors present) shall act as chairman of the meeting and preside thereat. The Secretary or, in the Secretary's absence, any person appointed by the Chairman of the Board, shall act as secretary of the meeting and keep the minutes thereof.

Section 14. Compensation. The stockholders shall determine the compensation of directors for their services as directors, provided that during the Effective Proxy Period, the compensation for the Proxy Holder Directors shall be determined in accordance with the provisions of the Proxy Agreement. The Corporation shall reimburse the reasonable expenses incurred by all members of the Board of Directors in connection with attendance at meetings of the Board of Directors and of any committee on which such member serves;

provided that the foregoing shall not preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 15. Removal. (a) Except as set forth in Section 15(b) of this Article or the Amended and Restated Certificate of Incorporation, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

(b) During the Effective Proxy Period, Directors shall be removed only in accordance with the provisions set forth in the Proxy Agreement.

Section 16. Reliance on Accounts and Reports. etc. A director, as such or as a member of any committee designated by the Board, shall in the performance of his or her duties be fully protected in relying in good faith upon the records of the Corporation and upon information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees designated by the Board of Directors, or by any other person as to the matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE IV

OFFICERS

Section 1. Officers.

(a) The officers of the Corporation shall consist of a Chief Executive Officer, President, Chief Financial Officer, Chief Operating Officer, Treasurer and Secretary, and such other additional officers with such titles as the Board of Directors or Chief Executive Officer shall determine from time to time. In addition, such appointed officers may appoint subordinate officers or agents with delegated authorities and duties.

(b) The officers of the Corporation elected by the Board of Directors shall serve at the pleasure of the Board of Directors and the officers of the Corporation appointed by the Chief Executive Officer shall serve at the pleasure of the Chief Executive Officer. Officers and agents appointed pursuant to delegated authority as provided in Section l(a) of this Article shall hold their offices for such terms as may be determined from time to time by the appointing officer. Each officer shall hold office until his or her successor has been elected or appointed and qualified, or until his or her earlier death, resignation or removal.

(c) Any officer elected or appointed by the Board of Directors may be removed only by the Board of Directors, and the Board of Directors may take such action with or without cause. Any officer elected or appointed by the Chief Executive Officer may be removed by the Chief Executive Officer, and the Chief Executive Officer may take such action with or without cause. Any officer granted the power to appoint subordinate officers and agents as provided in Section 1(a) of this Article may remove any subordinate officer or agent appointed

by such officer with or without cause. Any officer or agent may resign at any time by delivering notice of resignation, either in writing signed by such officer or by electronic transmission, to the Board of Directors or the Chief Executive Officer. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, may be filled by the Board of Directors or by the Chief Executive Officer or by the officer, if any, who appointed the person formerly holding such office. During the Effective Proxy Period, key management personnel shall be resident citizens of the United States who have, or are eligible to have, DoD personnel security clearances at the level of the Corporation's facility security clearance.

(d) An officer of the Corporation shall have such authority and shall exercise such powers and perform such duties (i) as may be required by law, (ii) as are specified in these Bylaws, (iii) to the extent not inconsistent with law or these Bylaws, as may be specified by resolution of the Board of Directors or in the appointment decision or directive of the Chief Executive Officer and (iv) to the extent not inconsistent with any of the foregoing, as may be specified by the appointing officer with respect to a subordinate officer appointed pursuant to delegated authority under Section l(a) of this Article.

(e) Notwithstanding the foregoing provisions of this Section 1, during the Effective Proxy Period the appointment, removal and replacement of the Chief Executive Officer shall comply with the applicable provisions of the Proxy Agreement.

Section 2. Chief Executive Officer. The Board of Directors shall select a Chief Executive Officer to serve at the pleasure of the Board of Directors. The Chief Executive Officer shall have general charge and supervision of the business of the Corporation subject to the direction of the Board, and shall perform all duties and have all powers that are commonly incident to the office of chief executive or that are delegated to such officer by the Board of Directors.

Section 3. President. The President shall perform all duties and have all powers that are commonly incident to such office or that are delegated to such officer by the Board of Directors or the Chief Executive Officer.

Section 4. Chief Financial Officer. The Chief Financial Officer shall perform all duties and have all powers that are commonly incident to such office or that are delegated to such officer by the Board of Directors or the Chief Executive Officer.

Section 5. Chief Operating Officer. The Chief Operating Officer shall perform all duties and have all powers that are commonly incident to such office or that are delegated to such officer by the Board of Directors or the Chief Executive Officer.

Section 6. Treasurer. The Treasurer shall perform all duties and have all powers that are commonly incident to such office or that are delegated to such officer by the Board of Directors or the Chief Executive Officer.

Section 7. Secretary. The Secretary shall perform all duties and have all powers that are commonly incident to such office or that are delegated to such officer by the Board of Directors or the Chief Executive Officer.

ARTICLE V

STOCK CERTIFICATES AND THEIR TRANSFER

Section 1. Stock Certificates. The shares of the Corporation shall be represented by certificates, except to the extent that the Board of Directors has provided by resolution or resolutions that some or all of any or all classes or series of the stock of the Corporation shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock in the Corporation represented by certificates shall be entitled to have, and the Board may in its sole discretion permit a holder of uncertificated shares to receive upon request, a certificate signed by the appropriate officers of the Corporation, certifying the number and class of shares owned by such holder. Such certificate shall be in such form as the Board may determine, to the extent consistent with applicable law, the Certificate of Incorporation and these Bylaws. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed, stolen, or mutilated certificate a new one may be issued therefor on such terms and indemnity to the Corporation as the Board of Directors may prescribe.

Section 2. Registered Stockholders. A record of the name and address of the holder of each certificate, the number of shares represented thereby and the date of issue thereof shall be made on the Corporation's books. The Corporation shall be entitled to recognize the exclusive right of a person registered on its records as the owner of shares of stock to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments a person registered on its records as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares of stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

Section 3. Transfers of Stock. Transfer of shares of stock of the Corporation shall be made in accordance with the Uniform Commercial Code and the General Corporation Law of the State of Delaware (the "DGCL"). Transfers of stock represented by certificates shall be made on the books of the Corporation only by direction of the person named in the stock certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender of the certificate therefor accompanied by a written assignment of the shares evidenced thereby, which certificate shall be cancelled before any new certificate is issued. Shares that are not represented by a certificate shall be transferred in accordance with applicable law.

Section 4. Transfer Agents and Registrars. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars. If any certificate is countersigned (a) by a transfer agent other than the Corporation or its employee, or (b) by a registrar other than the Corporation or its employee, any signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5. Regulations. The Board of Directors may make such additional rules and regulations, not inconsistent with these Bylaws, as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

Section 6. Fixing the Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or, unless prohibited by the Amended and Restated Certificate of Incorporation, to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which date shall be permitted record date under the DGCL with respect to such meeting or action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 7. Lost Certificates. Any person claiming a stock certificate in lieu of one lost, stolen or destroyed shall give the Corporation an affidavit as to such person's ownership of the certificate and of the facts which go to prove its loss, theft or destruction. Such person shall also, unless waived by an authorized officer of the Corporation, give the Corporation a bond, in such form as may be approved by the Corporation, sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of the certificate or the issuance of a new certificate.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Amended and Restated Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given (i) two business days after the time when the same shall be deposited in the United States mail for an addressee in the United States, and (ii) five business days after the time when the same shall be

deposited in the United States mail for an international addressee. Written notice may also be given personally or by electronic mail, telegram, telex, cable or other similar means, and such notice shall be deemed to be given on the date such notice is given personally or on the date such electronic mail, telegram, telex, cable or other similar transmission is sent.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Amended and Restated Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII

INDEMNIFICATION

Section 1. Right to Indemnification. The Corporation shall indemnify, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made a party, or is threatened to be made a party, to any pending or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative (hereinafter a "proceeding"), by reason of the fact that (a) he or she is or was a director or officer of the Corporation or (b) he or she is or was serving at the request of the Board of Directors or an officer of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (any person described in clause (a) or (b) of this sentence, an "indemnitee"), against all expense, liability, and loss (including attorneys' fees, costs and charges, judgments, fines, ERISA excise taxes or penalties, penalties, and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith. Notwithstanding anything in this Article VII to the contrary, except with respect to proceedings to enforce rights to indemnification or advancement, the Corporation shall indemnify and/or provide advancement of expenses to an indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Corporation.

Section 2. Advancement of Expenses. The Corporation shall to the fullest extent permitted by law, advance all expenses (including reasonable attorneys' fees) incurred by a present or former director or officer in defending any proceeding prior to the final disposition of such proceeding upon written request of such person and delivery of an undertaking by such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation under Section 1 of this Article.

Section 3. Burden of Proof.

(a) In any proceeding brought to enforce the right of a person to receive indemnification to which such person is entitled under Section 1 of this Article, the Corporation

has the burden of demonstrating that the standard of conduct applicable under the DGCL or other applicable law was not met. A prior determination by the Corporation (including its Board of Directors or any committee thereof, its independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct does not itself constitute evidence that the claimant has not met the applicable standard of conduct.

(b) In any proceeding brought to enforce a claim for advances to which a person is entitled under Section 2 of this Article, the person seeking an advance need only show that he or she has satisfied the requirements expressly set forth in Section 2 of this Article.

Section 4. Non-exclusivity of Rights.

(a) The rights to indemnification and to the advancement of expenses conferred in this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provisions of the Amended and Restated Certificate of Incorporation, these Bylaws, agreement, or otherwise.

(b) The Corporation may maintain insurance, at its expense, to protect itself and any past or present director or officer of the Corporation or any person who is or was serving at the request of the Board of Directors or an officer of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL

Section 5. Nature of Rights. The rights conferred upon indemnitees in this Article VII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VII or any amendment, alteration or repeal of the DGCL or any other applicable laws that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

Section 6. Severability. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director or officer of the Corporation as to costs, charges and expenses (including attorneys' fees),judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

Section 7. Delegation. Subject to the provisions of applicable law, including the DGCL, the Board of Directors, by resolution, may authorize one or more officers of the Corporation to act for and on behalf of the Corporation in all matters relating to indemnification

and/or advancement of expenses as contemplated by this Article VII within any such limits as may be specified from time to time by the Board of Directors.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Amended and Restated Certificate of Incorporation and the Proxy Agreement (during the Effective Proxy Period), may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Fiscal Year. Subject to the provisions of the Proxy Agreement (during the Effective Proxy Period), the fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 3. Requirements of Leonardo Group. During the Effective Proxy Period and subject at all times to the responsibility to ensure compliance by the Corporation with applicable U.S. National Industrial Security Program Operating Manual requirements and the Proxy Agreement, the Directors shall seek to protect the legitimate economic interests of the Corporation's stockholders and, whether in their capacity as Proxy Holders or members of the Board of Directors, act in a manner consistent with their fiduciary duties.

Section 4. Inconsistencies with the Proxy Agreement. If, during the Effective Proxy Period, any provision of these Bylaws is found to be inconsistent with any provision of the Proxy Agreement, the terms of the Proxy Agreement shall control.

Section 5. Books and Records; Inspection. Except to the extent otherwise required by law, the books and records of the Corporation shall be kept at such place or places within or without the State of Delaware as may be determined from time to time by the Board of Directors.

ARTICLE IX

AMENDMENTS

Subject to the provisions of the Amended and Restated Certificate of Incorporation, these Bylaws may be amended, altered or repealed or new bylaws adopted (a) by the affirmative vote of a majority of the Board of Directors, or (b) by the affirmative vote of the holders of (x) prior to the earlier of the termination of the Reporting Period and the termination of the Effective Proxy Period, at least a majority of the outstanding shares of Common Stock and

(y) thereafter, at least 66 2⁄3% of the outstanding shares of Common Stock, in each case then entitled to vote at any annual or special meeting of the stockholders of the Corporation.

COOPERATION AGREEMENT

AMONG

LEONARDO DRS, INC.,

LEONARDO S.P.A.

AND

LEONARDO US HOLDING, INC.

DATED AS OF MARCH , 2021

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ARTICLE VII
GENERAL PROVISIONS

COOPERATION AGREEMENT

This Cooperation Agreement, dated as of March , 2021 (this "**Agreement**") is among Leonardo DRS, Inc., a Delaware corporation (the "**Company**"), Leonardo S.p.A., a società per azioni formed under the laws of Italy ("**Leonardo S.p.A.**"), and Leonardo US Holding, Inc., a Delaware corporation ("**US Holding**") (each a "**Party**" and, collectively, the "**Parties**").

RECITALS:

WHEREAS, US Holding is the direct owner of all of the issued and outstanding Common Stock (as defined herein) of the Company immediately prior to the date hereof;

WHEREAS, Leonardo S.p.A. is the direct owner of the entire share capital of US Holding and the indirect owner of all the issued and outstanding Common Stock of the Company immediately prior to the date hereof;

WHEREAS, following Completion of the IPO (as defined herein), US Holding will continue to own a majority of the outstanding Common Stock; and

WHEREAS, the Parties hereto wish to set forth certain agreements that will govern certain matters between them following the Completion of the IPO.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.01. Definitions.

In this Agreement, the following terms shall have the following meanings:

"AAA" has the meaning set forth in Section 6.01(c),

"Agreement" and "hereof" and "herein" means this Cooperation Agreement, including all amendments, modifications and supplements and all annexes and schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

"Applicable Law" means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, published regulatory policy, order, judgment, injunction, decree, award or writ of any court, tribunal or other regulatory authority, arbitrator, governmental authority, or other Person having appropriate jurisdiction, or any consent, exemption, approval or license of any governmental authority that applies in whole or in part to a Party and the rules of the Exchange and any other exchange or quotation system on which the securities of a Party are listed or traded from time to time.

"Board of Directors" means the board of directors of the Company from time to time.

"Business Day" means any day except a (i) Saturday, (ii) Sunday, and (iii) any other day on which commercial banks in New York, Virginia or in Italy are authorized or obligated by law or executive order to close.

"Capital Stock" means any and all shares or units of, rights to purchase, warrants or options for, or other equivalents of or interests in (however designated) the equity capital of a Person or a security convertible (whether or not such conversion is contingent or conditional) into the equity capital of a Person.

"CEO" means the Chief Executive Officer of the Company from time to time (or the equivalent successor position), as appointed by the Board of Directors.

"CFO" means the Chief Financial Officer of the Company from time to time (or the equivalent successor position), as appointed by the Board of Directors.

"Commitment Letter" means the Commitment Letter dated as of January 5, 2021, by and among the Company, US Holding, Leonardo S.p.A. and the U.S. Department of Defense.

"Common Stock" means the common stock, par value $0.01, of the Company.

"Company Auditor" means the independent registered public accounting firm responsible for conducting the audit of the Company's annual financial statements.

"Company" has the meaning set forth in the preamble to this Agreement.

"Completion of the IPO" means the occurrence of the settlement of the first sale of Common Stock pursuant to the IPO Registration Statement.

"CONSOB" means the Italian Commissione Nazionale per le Società e la Borsa.

"COO" means the Chief Operating Officer of the Company from time to time (or the equivalent successor position), as appointed by the Board of Directors.

"Credit Agreement" means the Credit Agreement, to be entered into upon the Completion of the IPO, between the Company, certain of its subsidiaries identified therein, the lenders and issuing banks identified therein, Bank of America, N.A., as administrative agent, and the other agents and arrangers identified therein, as it may be amended, restated, supplemented or otherwise modified from time to time.

"Current Proxy Agreement" means the Proxy Agreement as in effect on the date hereof and as further proposed to be amended as contemplated by the Commitment Letter, whether or not so amended.

"Director" means a member of the Board of Directors and "Directors" has a correlative meaning.

"Disclosure Controls and Procedures" means controls and other procedures designed to ensure that information required to be disclosed by the Company and Leonardo S.p.A. under Applicable Law is recorded, processed, summarized and reported within applicable time periods, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management, including the CEO and CFO, and to Leonardo S.p.A., as appropriate to allow timely decisions by the Company and Leonardo S.p.A. regarding required disclosure.

"Dispute Resolution Process" has the meaning set forth in Section 6.03(a).

"Dispute" has the meaning set forth in Section 6.01(a).

"Equity Awards" means a grant to a Director, employee or financial professional of the Company or one of its Subsidiaries of vested or unvested shares of Common Stock or restricted Common Stock, options to acquire shares of Common Stock, restricted stock units, "phantom" stock units or similar interests in the Company's common equity, in each case pursuant to an equity compensation plan approved by the Board of Directors.

"ESG" has the meaning set forth in Section 3.01(a)(ii).

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended.

"Exchange" means the New York Stock Exchange.

"GAAP" means generally accepted accounting principles in the United States, as in effect from time to time.

"Governmental Authority" means any federal, state, local, domestic or foreign agency, court, tribunal, administrative body, arbitration panel, department or other legislative, judicial, governmental, quasi-governmental entity or self-regulatory organization with competent jurisdiction.

"IFRS" means International Financial Reporting Standards, as adopted by the European Union.

"Indemnifying Party" has the meaning set forth in Section 5.02(a).

"Indemnitee" has the meaning set forth in Section 5.02(a).

"Information Party" has the meaning set forth in Section 3.07(c).

"Internal Control Over Financial Reporting" means a process designed by, or under the supervision of, the CEO and CFO and effected by the Board of Directors, Company management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and IFRS and includes those policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of

the assets of the Company, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management of the Company and the Board of Directors and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on its financial statements.

"IPO Registration Statement" means the Registration Statement on Form S-1, as amended, relating to the initial public offering of the Common Stock.

"Leonardo S.p.A. Auditor" means the independent certified public accountants responsible for conducting the audit of Leonardo S.p.A.'s annual financial statements.

"Leonardo S.p.A." has the meaning set forth in the preamble to this Agreement.

"Losses" has the meaning set forth in Section 5.01(a).

"Notice of Dispute" has the meaning set forth in Section 6.01(b).

"Party" and "Parties" have the respective meanings set forth in the preamble to this Agreement.

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

"Proxy Agreement" means the Proxy Agreement, dated as of October 26, 2017, by and among the Company, the proxy holders named therein and their successors appointed as provided therein, US Holding, Leonardo S.p.A. and the U.S. Department of Defense, as amended, restated, modified or supplemented from time to time in accordance with the terms thereof including as contemplated by the Commitment Letter.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the date hereof, between US Holding, Leonardo S.p.A. and the Company.

"Rules" has the meaning set forth in Section 6.02(a).

"SEC" means the United States Securities and Exchange Commission.

"Subsidiary" of a Party shall mean any corporation, partnership, joint venture, limited liability company, association or other entity whose financial results such Party is required under GAAP or IFRS, as applicable, to consolidate in its financial statements and, with respect to Leonardo S.p.A., any other such entity that Leonardo S.p.A. is required under IFRS to account for in its financial results under the equity method of accounting.

"Termination Date" has the meaning set forth in Section 4.02(a) hereof.

"Third Party Actions" has the meaning set forth in Section 5.01(a).

"Threshold Date" means the later of (1) the first date on which the Proxy Agreement (or any similar agreement entered into by the Company, US Holding and Leonardo S.p.A. with the U.S. Department of Defense or any agency thereof for the mitigation of foreign ownership control and influence within the meaning of the National Industrial Security Program) is no longer in effect, and (2) Leonardo S.p.A. no longer being required under IFRS (x) to account in its financial statements for its holdings in the Company under the equity method of accounting or (y) to consolidate the financial statements of the Company with its financial results, and having finalized and published its financial results and reports for all periods for which (x) or (y) applied.

"US Holding" has the meaning set forth in the preamble to this Agreement.

"US Holding Designated Representative" means the Chief Executive Officer or the President of US Holding.

"Wholly Owned Subsidiary" means a Subsidiary, 100% of the Capital Stock of which is owned, directly or indirectly, by a Party.

1.02. Timing of Provisions.

In this Agreement, any provision which applies "until" a specified date shall apply on such specified date, and shall cease to apply on the date immediately following such specified date.

ARTICLE II
US HOLDING APPROVAL AND CONSENT RIGHTS

2.01. US Holding Approval and Consent Rights.

(a) Until the Threshold Date, subject to the Proxy Agreement, neither the Company nor any of its Subsidiaries shall take any of the following actions without the prior written consent of US Holding:

(i) create or issue any class or series of Capital Stock (including designation of any preferred stock) or acquire any Capital Stock (including stock buy-backs, redemptions or other reductions of capital) of the Company or any of its Subsidiaries, or securities convertible into or exchangeable or exercisable for Capital Stock or equity-linked securities of the Company or any of its Subsidiaries, except (a) issuances of Equity Awards to Directors or employees; and (b) issuances or acquisitions of Capital Stock by any Wholly Owned Subsidiary (which remains wholly-owned after the issuance or acquisition);

(ii) make any amendment (or approve or recommend any amendment) to the certificate of incorporation or by-laws of the Company or any of its Subsidiaries that adversely affects the rights of US Holding or Leonardo S.p.A. thereunder or under this Agreement or the Proxy Agreement;

(iii) list on or delist from a securities exchange any of (A) the Company's or any of its Subsidiaries' voting equity securities or securities that by their terms are convertible into or exchangeable for such voting equity securities, or (B) securities of any of the Company's Subsidiaries if, as a result thereof, such Subsidiary would become subject to public reporting obligations pursuant to Applicable Law;

(iv) make any material change in the accounting policy of the Company and its Subsidiaries, including any change of the fiscal year, and any termination or change of the Company Auditor;

(v) pledge, mortgage, lease or otherwise encumber the assets of the Company or its Subsidiaries in connection with any debt if, after such pledge, mortgage, lease or other encumbrance, the aggregate outstanding principal amount of secured debt of the Company and its Subsidiaries would exceed the aggregate outstanding principal amount of secured debt of the Company and its Subsidiaries as of this Agreement; and

(b) So long as Leonardo S.p.A. is required under IFRS to consolidate the Company's financial results in the consolidated financial statements of Leonardo S.p.A., whether or not the Proxy Agreement shall be in effect, (i) neither the Company nor any of its Subsidiaries shall take any of the actions described in Section 9.03 of the Current Proxy Agreement without the prior written consent of US Holding, (ii) declarations or suspensions of dividends by the Board of Directors, which must be in accordance with the Company's bylaws and consistent with Section 4.01(b)(i), shall require prior consultation with US Holding, and (iii) neither the Company nor any of its Subsidiaries shall, without prior consultation with US Holding (A) make any Investment in reliance on the exception in Section 7.06(i) of the Credit Agreement or (B) make any Restricted Junior Payment in reliance on the exception in Section 7.04(c) of the Credit Agreement, in either case other than paying a dividend on the Company's common stock. For purposes of clause (iii) above, "Investment" and "Restricted Junior Payment" have the meanings given to them in the Credit Agreement.

2.02. Implementation.

(a) The consent or approval of US Holding for any action for which US Holding has consent or approval rights under this Article II shall be evidenced in writing signed by a US Holding Designated Representative.

ARTICLE III
INFORMATION, DISCLOSURE AND FINANCIAL ACCOUNTING

3.01. Information Rights During Full Consolidation Period.

(a) The Company agrees that, subject to the Proxy Agreement, so long as Leonardo S.p.A. is required under IFRS to consolidate the Company's financial results in the consolidated financial statements of Leonardo S.p.A.:

(i) General Principles. The Company shall continue to provide Leonardo S.p.A. with (A) information and data relating to the business and financial results of the Company and its Subsidiaries and (B) reasonable access to the Company's personnel, data and systems, including the Company's internal audit function, in each case in the same manner as it does immediately prior to the Completion of the IPO, which, for avoidance of doubt and without limiting the generality of the foregoing, shall include (a) the information set forth in Section 13.03 of the Current Proxy Agreement and (b) information of the type and relating to the matters described in Sections 9.02 and 9.03 of the Current Proxy Agreement; and

(ii) Accounting Systems and Principles. The Company shall maintain accounting principles, systems and reporting formats that are consistent with Leonardo S.p.A.'s financial accounting practices in effect as of the Completion of the IPO and that support Leonardo S.p.A.'s and any environmental, social, and governance ("**ESG**") requirements consistent with the basis supported at the time of the Completion of the IPO, and shall thereafter in good faith consider any changes to such principles, systems or reporting formats requested by Leonardo S.p.A. to enable Leonardo S.p.A. to prepare consolidated financial and ESG statements and related public disclosures or otherwise reasonably requested by Leonardo S.p.A.

3.02. Information Rights During Equity Accounting Periods.

(a) The Company agrees that, subject to the Proxy Agreement, during the period beginning when Section 3.01 hereof ceases to apply and ending when Leonardo S.p.A. is no longer required under IFRS to account in its financial statements for its holdings in the Company under the equity method of accounting, or such earlier date as Leonardo S.p.A. may provide written notice to the Company that it is opting-out of this Section 3.02(a), the Company shall provide Leonardo S.p.A. with (i) information and data relating to the business and financial results of the Company and its Subsidiaries and (ii) access, during usual business hours, to the Company's personnel, data and systems, including the Company's internal audit function, in each case to the extent that such information, data or access is reasonably necessary for Leonardo S.p.A. to meet its legal, financial or regulatory obligations or requirements.

(b) In connection with its provision of information to Leonardo S.p.A. pursuant to Section 3.02(a) hereof, the Company may implement reasonable procedures to restrict access to such information to only those Persons reasonably determined to need access to such information.

3.03. General Information Requirements.

(a) All information provided by the Company or any of its Subsidiaries to Leonardo S.p.A. pursuant to Sections 3.01 and 3.02 shall be in the format and detail as reasonably requested by Leonardo S.p.A. All financial statements and information provided by the Company or any of its Subsidiaries to Leonardo S.p.A. pursuant to Sections 3.01 and 3.02 shall be provided under IFRS with a reconciliation to GAAP.

(b) If necessary, Leonardo S.p.A. shall provide the Company with all software and other applications necessary for the Company to prepare and submit to Leonardo S.p.A. the

required financial information including software and other applications to reconcile the income, equity and any required balance sheet accounts from the Company's financial statements to the required Leonardo S.p.A. accounting. Leonardo S.p.A. shall provide the Company with at least 30 days' notice of any change in its administrative practices and policies as they relate to the obligations of the Company pursuant to Section 3.03(a), including any change in such policies relating to reporting times and delivery methods.

(c) Until the Threshold Date, the Company shall, and shall cause each of its Subsidiaries, to:

(i) maintain Disclosure Controls and Procedures;

(ii) maintain Internal Control Over Financial Reporting; and

(iii) provide quarterly certifications from its relevant officers and employees regarding Disclosure Controls and Procedures and Internal Control Over Financial Reporting, in accordance with Leonardo S.p.A.'s internal standards.

3.04. Matters Concerning Auditors.

(a) So long as Section 3.01 or 3.02 applies, subject to the Proxy Agreement,

(i) the Company shall use its reasonable best efforts to enable the Company Auditor to complete its quarterly review and annual audit such that it shall date its report on such quarterly review or opinion on the Company's audited annual financial statements and ESG statements (if any) the Company prepares and has audited a reasonable time before the date that the Leonardo S.p.A. Auditor date their report or opinion, as applicable, on Leonardo S.p.A.'s financial statements, and to enable Leonardo S.p.A. to meet its timetable for the printing, filing and public dissemination of its financial or ESG statements. The Company shall instruct the Company Auditor to perform the work requested by the Leonardo S.p.A. Auditor pursuant to this Agreement and the Company shall use its reasonable best efforts to enable the Company Auditor to comply with the instruction received;

(ii) upon reasonable notice, the Company shall authorize the Company Auditor to make available to the Leonardo S.p.A. Auditor both the personnel responsible for conducting the Company's quarterly reviews and annual audit and, consistent with customary professional practice and courtesy of such auditors with respect to the furnishing of work papers, work papers related to the quarterly reviews and annual audits of the Company, in all cases within a reasonable time after the Company Auditor's report date or opinion date, as applicable, so that the Leonardo S.p.A. Auditor is able to perform the procedures it considers necessary to take responsibility for the work of the Company Auditor as it relates to the Leonardo S.p.A. Auditor's report on Leonardo S.p.A.'s financial and ESG statements, all a reasonable time in advance to enable Leonardo S.p.A. to meet its timetable for the printing, filing and public dissemination of its financial and ESG statements; and

(iii) subject to Applicable Law (including Rule 10A-3 under the Exchange Act), the Company shall not change the Company Auditor without the approval of Leonardo S.p.A.

(b) Neither Leonardo S.p.A. nor the Company shall take any action that would cause either the Company Auditor or the Leonardo S.p.A. Auditor, respectively, not to be independent with respect to the Company or Leonardo S.p.A., within the meaning of laws and stock exchange rules and other regulations respectively applicable to them.

3.05. Release of Information and Public Filings.

(a) Until the Threshold Date, subject to the Proxy Agreement:

(i) the Company and its Subsidiaries shall consult and coordinate with Leonardo S.p.A. with respect to any public release by the Company or Leonardo S.p.A. of any material information relating to the Company or its Subsidiaries, as applicable. The Company and its Subsidiaries and Leonardo S.p.A., each as applicable, shall, to the extent practicable and unless, in the reasonable judgement of the Company or Leonardo S.p.A., as applicable, immediate release of such information is required, and consistent with appropriate confidentiality obligations, provide each other with a copy of any such proposed public release no later than one Business Day prior to publication, and shall consider in good faith incorporating any comments provided thereon by the Company and its Subsidiaries or Leonardo S.p.A., as applicable, prior to such publication;

(ii) the Company and its Subsidiaries and Leonardo S.p.A. shall consult on the timing of their annual and quarterly earnings releases and, to the extent practicable, shall give each other an opportunity to review the information therein relating to the Company and its Subsidiaries and shall consider in good faith each other's comments thereon; and in the event that the Company or any of its Subsidiaries is required by Applicable Law to publicly release information concerning the Company's or such Subsidiary's financial information for a period for which Leonardo S.p.A. has yet to publicly release financial information, the Company shall, or cause such Subsidiary to, provide Leonardo S.p.A. notice of such release of such information as soon as practicable prior to such release of such information; and

(iii) each of Leonardo S.p.A. and the Company and its Subsidiaries shall cooperate with each other in connection with the preparation, printing, filing, and public dissemination of their respective audited annual financial statements, their respective annual reports to stockholders, their respective annual, quarterly and current reports under the Exchange Act, any and ESG-related reports and disclosures, any registration statements, prospectuses and other filings made with the SEC, CONSOB or any stock exchange on which their respective securities are then listed, and any other required regulatory filings.

3.06. Information in Connection with Regulatory or Supervisory Requirements.

(a) During any period in which Leonardo S.p.A. is deemed to control the Company for U.S., European Commission, or Italian regulatory purposes, and in any case at all times prior to the Threshold Date:

(i) the Company shall, subject to the Proxy Agreement:

(A) provide, as promptly as reasonably possible but in any case within three business days of any request from Leonardo S.p.A. (unless not reasonably available within such time, in which case as soon as possible thereafter), any information, records or documents (x) requested or demanded by any Governmental Authority having jurisdiction or oversight authority over Leonardo S.p.A. or any of its Subsidiaries or (y) deemed necessary or advisable by Leonardo S.p.A. in connection with any filing, report, response or communication made by Leonardo S.p.A. or its Subsidiaries with or to a Governmental Authority having jurisdiction or oversight authority over Leonardo S.p.A. or any of its Subsidiaries (whether made pursuant to specific request from such Governmental Authority or in the ordinary course); and

(B) upon reasonable notice, provide access to any Governmental Authority having jurisdiction or oversight authority over Leonardo S.p.A. or any of its Subsidiaries to its offices, employees and management in a reasonable manner where and as required under Applicable Law; and

(ii) Leonardo S.p.A. shall provide, as promptly as reasonably possible but in any case within three business days of any request from the Company (unless not reasonably available within such time, in which case as soon as possible thereafter), any information, records or documents (A) requested or demanded by any Governmental Authority having jurisdiction or oversight authority over the Company or any of its Subsidiaries; or (B) deemed necessary or advisable by the Company in connection with any filing, report, response or communication by the Company or its Subsidiaries with or to a Governmental Authority having jurisdiction or oversight authority over the Company or any of its Subsidiaries (whether made pursuant to specific request from such Governmental Authority or in the ordinary course).

(b) Each of Leonardo S.p.A. and the Company shall use reasonable efforts to keep the other Party informed of the type of information it expects to require on a regular basis in order to meet its reporting or filing obligations with the authorities referred to in Section 3.06(a) above, and the timing of such requirements; provided, however, that no failure to abide by this Section 3.06(b) shall affect the validity of any demand made pursuant to Section 3.06(a).

3.07. Implementation with Respect to Legal Disclosures.

(a) All responses to requests for information or documents under Sections 3.01, 3.02, 3.05, 3.06(a)(i) or 4.02 relating to legal or regulatory matters or with respect to which legal privilege may be sought or asserted by the Company and its Subsidiaries shall be made solely to the office of the General Counsel of Leonardo S.p.A., and the Parties shall discuss in good faith and implement any protocols reasonably necessary or appropriate to preserve any such privilege.

For the avoidance of doubt, such information or documents contained in databases, reports or systems of the Company to which Leonardo S.p.A. has unrestricted access prior to the date hereof may be redacted, or access to the relevant databases, reports or systems may be restricted or denied, to the extent necessary so that such information and documents are handled in accordance with this Section 3.07.

(b) All requests for information or documents under Section 3.06(a)(ii) and shall be made solely to the office of the General Counsel of Leonardo S.p.A., and all responses thereunder shall be made solely to the office of the General Counsel of the Company.

(c) If the party required to deliver the information or documents pursuant to this Section 3.07 (the "**Information Party**") believes in good faith, based upon legal advice (from internal or external counsel), that the delivery of any information or documents pursuant to this Agreement would cause the loss of any applicable legal privilege (or create a risk of such loss), then both parties will work in good faith to determine an alternate means of delivering the requested information or documents, or the substance thereof, that does not result in the loss of such privilege. If needed to preserve a legal privilege, the Parties shall negotiate in good faith and enter into a customary common interest agreement in advance of, and as a condition to, such delivery. Notwithstanding the foregoing, if no alternate means can be agreed by the Parties and external counsel to the Information Party informs the other party in writing that a common interest cannot be established, or with sufficient confidence be asserted, to preserve the legal privilege with respect to the information or documents in question, even if a Common Interest Agreement were to be entered into, or that for any other reason the information or documents cannot be delivered without loss of the privilege (such counsel to explain the reasons for its conclusion briefly but in reasonable detail so that the other party can review the legal analysis with its own counsel), then the Information Party is excused from providing such information or documents but only to the extent and for the time necessary to preserve the privileged character thereof.

3.08. Expenses.

The Company shall be responsible for any expenses it incurs in connection with the fulfillment of its obligations under this Article III, except (i) out-of-pocket expenses incurred with respect to specific requests by Leonardo S.p.A. for information, documents or access, in excess of amounts historically incurred by the Company (if any) for the provisions of similar information, documents and access; (ii) to the extent expressly agreed between Leonardo S.p.A. and the Company prior to the incurrence of any specific expenses; and (iii) any incremental out-of-pocket expense incurred in connection with the acquisition of the software and applications referred to in Section 3.03(b) hereof (in excess of expenses that would otherwise be incurred by the Company in the absence of such section).

ARTICLE IV
OTHER PROVISIONS

4.01. Certain Policies and Procedures.

(a) During any period in which Leonardo S.p.A. is deemed to control the Company for U.S., European Commission or Italian regulatory purposes, and in any case at all times prior to the Threshold Date, the Company, subject to the Proxy Agreement:

(i) shall not adopt or implement any policies or procedures, and at Leonardo S.p.A.'s reasonable request, shall refrain from taking any actions, that would cause Leonardo S.p.A. to violate any Applicable Law to which Leonardo S.p.A. is subject; and

(ii) shall maintain and observe the policies of Leonardo S.p.A. to the extent necessary for Leonardo S.p.A. to comply with its legal and regulatory obligations; provided that this Section 4.01(a) shall not require the Company to take any action (including adopting or implementing any policy) or refrain from taking any action where such action or inaction would cause the Company to violate Applicable Law.

(b) So long as Leonardo S.p.A. is required under IFRS to consolidate the Company's financial results in the consolidated financial statements of Leonardo S.p.A., the Company and its Subsidiaries shall:

(i) to the extent not expressly prohibited or limited by the Current Proxy Agreement or inconsistent with listing rules or laws applicable to, or prudent business practices for, U.S. public companies (as determined by the Company's legal counsel), adhere to relevant issued Leonardo Group policies and principles applicable to Subsidiaries of Leonardo and provided to the Company in writing at or following the date of this Agreement and a reasonable period of time prior to their application in accordance with the Current Proxy Agreement.

(ii) subject to the Proxy Agreement, consult with US Holding prior to creating, amending or rescinding, or establishing annual or other periodic compensation scales and incentive and similar targets under, equity-based or other material executive compensation plans or programs for the Company's executive officers.

4.02. Access to Historical Records.

(a) For a period of two years following the Threshold Date (the last day of such period, the "Termination Date"), subject to an extension of up to ten years upon the demonstration of a legal, tax or regulatory requirement for such extension by the requesting Party, Leonardo S.p.A. and the Company shall retain the right to access such records of the other which exist that related to or result from Leonardo S.p.A.'s control or ownership of all or a portion of the Company. Upon reasonable notice and at each Party's own expense, Leonardo S.p.A. (and its authorized representatives) and the Company (and its authorized representatives) shall be afforded access to such records at reasonable times and during normal business hours and each Party (and its authorized representatives) shall be permitted, at its own expense, to

make abstracts from, or copies of, any such records; provided that access to such records may be denied to the extent that (i) Leonardo S.p.A. or the Company, as the case may be, cannot demonstrate a legitimate business need (during the two year period following the Threshold Date), or a legal, tax or regulatory requirement (during the extension period described above), for such access to the records; (ii) any of the following applies after the Parties have considered in good faith potential alternative means of delivering the requested information or documents, or the substance thereof, that resolves the relevant prohibiting concern in clauses (A) through (D): (A) the information contained in the records is subject to any applicable confidentiality commitment to a third party; (B) a *bona fide* competitive reason exists to deny such access; (C) such access would serve as a waiver of any privilege afforded to such record; or (D) such access would unreasonably disrupt the normal operations of Leonardo S.p.A. or the Company; or (iii) the records are to be used for the initiation of, or as part of, a suit or claim against the other Party.

ARTICLE V
INDEMNIFICATION

5.01. General Cross Indemnification.

(a) Leonardo S.p.A. and US Holding shall indemnify and hold harmless the Company and each of its Subsidiaries against any and all costs and expenses, including, without limitation, reasonable attorneys' fees, interest, penalties and costs of investigation or preparation for defense, judgments, fines, losses, damages, liabilities, demands, assessments and amounts paid in settlement (collectively, "**Losses**"), in each case, based on, arising out of, resulting from or in connection with any third party claim, action, cause of action, suit, proceeding or investigation, whether civil, criminal, administrative, investigative or other (collectively, "**Third Party Actions**"), based on, arising out of, pertaining to or in connection with any breach by Leonardo S.p.A., US Holding, or any of their Subsidiaries of this Agreement.

(b) The Company, subject to the Proxy Agreement, shall indemnify and hold harmless Leonardo S.p.A. and each of its Subsidiaries (including US Holding, but other than the Company and its Subsidiaries) against any and all Losses, in each case, based on, arising out of, resulting from or in connection with any Third Party Actions, based on, arising out of, pertaining to or in connection with any breach by the Company or any of its Subsidiaries of this Agreement.

5.02. Procedure.

(a) If any Action shall be brought against any Person entitled to indemnification pursuant to this Article V (each such Person, an "**Indemnitee**") in respect of which indemnity may be sought against another Party (the "**Indemnifying Party**"), such Indemnitee shall promptly notify the Indemnifying Party; provided, however, that any delay of such notice shall not affect the liability of the Indemnifying Party, except to the extent that the Indemnifying Party is actually prejudiced by such delay.

(b) The Indemnitees shall be entitled to direct the defense of the Action and retain counsel of their choosing. Except where an Indemnitee shall have been advised by its outside counsel that representation of such Indemnitee and any other Indemnitee by the same counsel

would be prohibited under applicable standards of professional conduct (whether or not such representation by the same counsel has been proposed) due to actual or potential differing interests between them, the Indemnifying Party shall, in connection with any one such Action or separate but substantially similar or related Actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one outside counsel (in addition to any local outside counsel) at any time for all such Indemnitees not having actual or potential differing interests among themselves.

(c) The Indemnifying Party shall not be liable for any settlement of any Action effected without its written consent, unless such consent has been unreasonably withheld, conditioned or delayed.

(d) Notwithstanding the other provisions of this Article V, the Indemnifying Party shall not be liable for any Losses incurred subsequent to an Indemnitee's refusal to enter into a settlement of an Action that (i) has been proposed to Indemnitee in writing by the adverse party to the Action, (ii) includes an unconditional release (except for the payment of amounts for which the Indemnitee is entitled to indemnification (or, except for Section 5.03(c) hereof, would be so entitled)) of such Indemnitee from all liability on claims that are the subject matter of such Action, and (iii) does not involve any admission of liability on the part of the Indemnitees, except where (x) such written settlement proposal has been provided to the Indemnifying Party and (y) the Indemnifying Party has not consented to such settlement.

5.03. Other Matters.

(a) Any Losses for which an Indemnitee is entitled to indemnification or contribution under this Article V shall be paid by the Indemnifying Party to the Indemnitee as such Losses are incurred.

(b) The indemnity and contribution agreements contained in this Article V shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee, any Indemnifying Party, or any of their respective officers, directors, stockholders or employees, and (ii) any termination of this Agreement.

(c) For the avoidance of doubt, indemnification amounts payable under this Article V shall be reduced by the amount of any insurance recovery obtained by an Indemnitee.

(d) Each Indemnitee shall take, and cause its affiliates to take, all reasonable steps to mitigate any Losses upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Losses.

ARTICLE VI
DISPUTE RESOLUTION

6.01. Negotiation and Mediation.

(a) The Parties shall act honestly and reasonably in interpreting this Agreement. In the event of any dispute or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof ("**Dispute**"), the Parties agree to work together in good faith to resolve the Dispute between them.

(b) If any Party considers that a Dispute has arisen, it shall serve a notice of the Dispute ("**Notice of Dispute**") on the other Party and demand that senior officers of each Party meet to resolve the Dispute.

(c) If the Dispute is not resolved within 30 days of such Notice of Dispute, then any Party shall have the right to demand that mediation commence. Any such mediation shall be conducted in accordance with the American Arbitration Association ("**AAA**") Commercial Mediation Procedures except as they may be modified herein. The Parties shall share the costs of the mediator and the process of mediation (provided that each Party shall be responsible for its own costs of preparing for and appearing before the mediator). The decision of the mediator shall not be binding on the Parties except to the extent the Parties so expressly mutually agree, but the Parties agree that each shall act in good faith while the process of mediation is proceeding.

(d) Notwithstanding anything else contained herein, any Party shall have the right to commence arbitration at any time after the expiration of 30 days after service of the Notice of Dispute under Section 6.01(b). Any disputes concerning the propriety of the commencement of the arbitration shall be finally settled by the arbitral tribunal.

6.02. Arbitration.

Any Dispute referred to arbitration shall be finally resolved according to the following rules of arbitration:

(a) The arbitration shall be administered by the AAA under its Commercial Arbitration Rules then in effect (the "**Rules**") except as modified herein. The seat of the arbitration shall be Arlington, Virginia and it shall be conducted in the English language.

(b) There shall be one arbitrator mutually appointed by the Parties within 15 days after the commencement of the arbitration. If the arbitrator has not been appointed within such time, the appointment shall be made by the AAA in accordance with the Rules upon the written request of either Party within 15 days of such request. The hearing shall be held no later than 120 days following the appointment of the arbitrator.

(c) The arbitral tribunal shall permit prehearing discovery that is relevant to the subject matter of the dispute and material to the outcome of the case, taking into account the

Parties' desire that the arbitration be conducted expeditiously and cost effectively. All discovery shall be completed within 60 days of the appointment of the arbitrator.

(d) By agreeing to arbitration, the Parties do not intend to deprive a court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the arbitral tribunal shall have full authority to grant provisional remedies, to direct the Parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any Party to respect the arbitral tribunal's orders to that effect. The Parties agree that any ruling by the arbitral tribunal on interim measures shall be deemed to be a final award with respect to the subject matter of the ruling and shall be fully enforceable as such. The Parties hereby irrevocably submit to the jurisdiction of the courts of the State of New York solely in respect of any proceeding relating to or in aid of an arbitration under this Agreement. Each Party unconditionally and irrevocably waives any objections which they may have now or in the future to the jurisdiction of the courts of the State of New York for this purpose, including objections by reason of lack of personal jurisdiction, improper venue, or inconvenient forum. Nothing in this paragraph limits the scope of the Parties' agreement to arbitrate or the power of the arbitral tribunal to determine the scope of its own jurisdiction.

(e) The award shall be in writing, shall state the findings of fact and conclusions of law on which it is based, shall be final and binding and shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, issues, or accounting presented to the arbitral tribunal. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq., and judgment upon any award may be entered in any court having jurisdiction of the award or having jurisdiction over the relevant Party or its assets. The Parties hereby irrevocably waive any defense on the basis of *forum non conveniens* in any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement. The Parties undertake to carry out any award without delay.

(f) The Parties will bear equally all fees, costs, disbursements and other expenses of the arbitration, and each Party shall be solely responsible for all fees, costs, disbursements and other expenses incurred in the preparation and prosecution of their own case; provided that in the event that a Party fails to comply with the orders or decision of the arbitral tribunal, then such noncomplying Party shall be liable for all costs and expenses (including attorney fees) incurred by the other Party in its effort to obtain either an order to compel, or an enforcement of an award, from a court of competent jurisdiction.

(g) The arbitral tribunal shall have the authority, for good cause shown, to extend any of the time periods in this arbitration provision either on its own authority or upon the request of any of the Parties. The arbitral tribunal shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. The arbitral tribunal shall have no authority to award punitive, exemplary or multiple damages or any other damages not measured by the prevailing Parties' actual damages. The arbitral tribunal shall have the authority to order specific performance or to issue any other type of temporary or permanent injunction.

(h) All notices by one Party to the other in connection with the arbitration shall be in accordance with the provisions of Section 7.02 hereof, except that all notices for a request for arbitration made pursuant to this Article VI must be made by personal delivery or receipted overnight courier. This agreement to arbitrate shall be binding upon the successors and permitted assigns of each Party. This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitral proceeding hereunder.

6.03. Confidentiality.

(a) The Parties agree that any negotiation, mediation, or arbitration (the "**Dispute Resolution Process**") pursuant to this Article VI shall be kept confidential. The existence of the Dispute Resolution Process, any non-public information provided in the Dispute Resolution Process, and any submissions, orders or awards made in the Dispute Resolution Process, shall not be disclosed to any non-Party except the mediator, tribunal, the AAA, the Parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other Person necessary to the conduct of the Dispute Resolution Process.

(b) Notwithstanding the foregoing, a Party may disclose information referred to in Section 6.03(a) to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in *bona fide* legal proceedings. This confidentiality provision survives termination of this Agreement and of any Dispute Resolution Process brought pursuant to this Agreement.

ARTICLE VII
GENERAL PROVISIONS

7.01. Obligations Subject to Applicable Law.

The obligations of each Party under this Agreement shall be subject to Applicable Law, and, to the extent inconsistent therewith, the Parties shall adopt such modified arrangements as are as close as possible to the requirements of this Agreement while remaining compliant with Applicable Law; provided, however, that the Company shall fully avail itself of all exemptions, phase-in provisions and other relief available under Applicable Law before any modified arrangements shall be adopted.

7.02. Notices.

Unless otherwise specified herein, all notices required or permitted to be given under this Agreement shall be in writing, shall refer specifically to this Agreement and shall be delivered personally or sent by an internationally recognized overnight courier service, and shall be deemed to be effective upon delivery. All such notices shall be addressed to the receiving Party at such Party's address set forth below, or at such other address as the receiving Party may from time to time furnish by notice as set forth in this Section 7.02:

If to the Company:

Leonardo DRS, Inc.
EVP, General Counsel & Secretary
2345 Crystal Drive, Suite 1000
Arlington, VA 22202

If to Leonardo S.p.A.:

Leonardo – Società per azioni
Group General Counsel – EVP Legal, Corporate Affairs,
Compliance & Anticorruption
Piazza Monte Grappa, 4
00195 Roma
Italy

If to US Holding:

Leonardo US Holding, Inc.
1235 South Clark Street, Suite 700
Arlington, VA 22002
Attention: VP, Legal and Corporate Affairs

7.03. Specific Performance; Remedies.

In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected Party shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The other Parties shall not oppose the granting of such relief. The Parties agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are hereby waived.

7.04. Applicable Law.

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to the conflicts of law principles thereof to the extent that such principles would apply the law of another jurisdiction.

7.05. Severability.

In the event that any provision of this Agreement is declared invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such

invalid, void or unenforceable provision shall be interpreted in a manner that accomplishes, to the extent possible, the original purpose of such provision.

7.06. Confidential Information.

All information provided by any Party pursuant to this Agreement shall, except if the purpose for which such information is furnished pursuant to this Agreement contemplates such disclosure or is for disclosure in public documents of the Company or any of its Subsidiaries or Leonardo S.p.A. or any of its Subsidiaries and, except for disclosure to other Subsidiaries of Leonardo S.p.A. or the Company, as the case may be, be kept strictly confidential by the receiving Party and, unless otherwise required by Applicable Law or as agreed by the Parties, neither Party shall disclose, and each shall take all necessary steps to ensure that none of their respective directors, officers, employers, agents and representatives disclose, or make use of, except in accordance with Applicable Law, such information as is provided by the other Party in any manner whatsoever until such information otherwise becomes generally available to the public; provided, however, this Section 7.06 shall not apply to information relating to or disclosed in the IPO Registration Statement or in connection with any registration statement filed in accordance with the terms of the Registration Rights Agreement, and, subject to the other provisions hereof, shall not prohibit disclosure of any information furnished pursuant to this Agreement to accountants and attorneys of any Party or to financial advisors and insurance carriers and brokers and other similar business relationships of Leonardo S.p.A. and its Subsidiaries (other than the Company and its Subsidiaries) that are under a contractual or professional obligation to keep such information confidential. In no event shall any Party or any of its Subsidiaries or any of their respective directors, officers, employees, agents or representatives use material non-public information of the other to acquire or dispose of securities of the other or transact in any way in such securities. Each Party shall be liable for any breach of this Section 7.06 by it or any of its Subsidiaries or any of their respective directors, officers, employees, agents and representatives.

7.07. Amendment, Modification and Waiver.

This Agreement may be amended, modified or supplemented at any time by written agreement of the Parties. Any failure of any Party to comply with any term or provision of this Agreement may be waived by the other Party, by an instrument in writing signed by such Party, but such waiver or failure to insist upon strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

7.08. Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. The Parties shall not assign any of their rights or delegate any of their obligations under this Agreement without the prior written consent of the other Parties. Any purported assignment in violation of this Section 7.08 shall be null and void ab initio.

7.09. Further Assurances.

In addition to the actions specifically provided for elsewhere in this Agreement, each Party hereto shall execute and deliver such additional documents, instruments, conveyances and assurances, take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary, proper or advisable to carry out the provisions of this Agreement.

7.10. Third Party Beneficiaries.

Other than as set forth in Article V with respect to the Indemnitees and as expressly set forth elsewhere in this Agreement, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement. Only the Parties that are signatories to this Agreement (and their respective permitted successors and assigns) shall have any obligation or liability under, in connection with, arising out of, resulting from or in any way related to this Agreement or any other matter contemplated hereby, or the process leading up to the execution and delivery of this Agreement and the transactions contemplated hereby, subject to the provisions of this Agreement.

7.11. Discretion of Parties.

Where this Agreement requires or permits any Party to make or take any decision, determination or action with respect to matters governed by this Agreement, unless expressly provided otherwise, such decision, determination or action may be made or taken by such Party in its sole and absolute discretion.

7.12. Entire Agreement.

This Agreement, including any schedules or exhibits hereto or thereto, embody the entire agreement and understanding of the Parties hereto in respect of the subject matter covered by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein or therein. This Agreement supersede all prior oral and written agreements and understandings between the Parties with respect to such subject matter.

7.13. Term.

Except to the extent set forth in the following sentence, this Agreement shall terminate and be of no further force or effect as of the Termination Date. Notwithstanding the foregoing sentence, the provisions of Article I, Sections 3.06, 4.01(a) and 4.02, Article V, Article VI, and Article VII (except for Section 7.14(b)) hereof, and any claims arising hereunder prior to the Termination Date, shall survive termination of this Agreement.

7.14. Proxy Agreement, Certificate of Incorporation and Bylaws.

(a) To the extent any portion of this Agreement conflicts, or is inconsistent, with the Proxy Agreement, the Proxy Agreement shall control.

(b) Until the Termination Date, the Company shall not propose any amendment, alteration or repeal of any provision of the Certificate of Incorporation or the Bylaws of the Company that would be contrary to or inconsistent with the then-applicable terms of this Agreement

7.15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile, electronic mail or other electronic imaging means (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) by a Party to another Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile, electronic mail or other electronic imaging means as if the original had been received.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first above written.

LEONARDO DRS, INC.

By: _____

Name:

Title:

[*Signature Page to Cooperation Agreement*]

LEONARDO – SOCIETÀ PER AZIONI

By: _____

Name:

Title:

[*Signature Page to Cooperation Agreement*]

LEONARDO US HOLDING, INC.

By: _____

Name:

Title:

[*Signature Page to Cooperation Agreement*]

AMENDED AND RESTATED

PROXY AGREEMENT

LEONARDO DRS, INC.

PROXY AGREEMENT
LEONARDO DRS, INC.

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PROXY AGREEMENT

LEONARDO DRS, INC.

This Proxy Agreement ("Agreement"), amended and restated as of the Effective Date (as defined below), is by and among Leonardo DRS, Inc. ("DRS") a Delaware corporation (the "Company"); the individual Proxy Holders who are signatories hereto; Leonardo US Holding, Inc., a Delaware corporation ("Leonardo US"); Leonardo – Società per azioni, an Italian società per azioni ("Leonardo"); and the U.S. Department of Defense (the "DoD"), all of the above collectively "the Parties."

WHEREAS, Leonardo US currently owns all of the issued and outstanding shares of the Company (the "Shares"); Leonardo, the ultimate parent, owns all of the issued and outstanding shares of Leonardo US; the Government of Italy, through the Ministry of the Economy and Finance, directly owns approximately 30 percent of the shares of Leonardo; and the remainder of Leonardo's shares are publicly traded on the Milan Stock Exchange and are widely held;

WHEREAS, the Company and Leonardo US are considering conducting an initial public offering of the Shares (the "IPO"), immediately following which Leonardo US would continue to own a majority of the Shares;

WHEREAS, certain of the offices and plants of the Company require facility security clearances[1] issued under the National Industrial Security Program ("NISP") to conduct its business and the National Industrial Security Program Operating Manual ("NISPOM") requires mitigation of the risks of foreign ownership, control or influence ("FOCI") in order for a company to maintain eligibility for a facility security clearance (as defined in the NISPOM);

WHEREAS, the Defense Counterintelligence and Security Agency ("DCSA") has determined that the provisions of this Agreement are necessary to enable the United States to protect itself against the unauthorized disclosure of information relating to the national security of the United States;

WHEREAS, the DoD will not grant or continue the facility security clearance(s) of the Company and its wholly owned subsidiaries without, at a minimum and without limitation, the Parties' execution and compliance with the provisions of this Agreement, the purpose of which is to reasonably and effectively deny the Affiliates, as defined below, from unauthorized access to

[1] An administrative determination that a facility is eligible for access to classified information of a certain category.

classified information[2] and export controlled information[3] and influence over the business or management of the Company and its subsidiaries in a manner that could result in the compromise of classified information or could adversely affect the performance of classified contracts. As used herein, the term "Affiliates" means: (i) Leonardo; and (ii) each entity that, to the Company's knowledge, Leonardo directly or indirectly controls, or is directly or indirectly controlled by, or is directly under common control with, Leonardo (other than in each such case the Company itself and its subsidiaries). An entity that is subject to a controlling interest of Leonardo but operates under a DCSA FOCI mitigation agreement will not be considered an Affiliate for purposes of this Agreement so long as the entity's FOCI mitigation agreement remains in effect. In case of doubt, CFIUS mitigation is not a FOCI mitigation agreement as that term is used herein;

WHEREAS, DCSA has oversight responsibilities of the NISP on behalf of the DoD; and the NISP requires that a company maintaining such a facility clearance be effectively insulated from FOCI, this Agreement is entered into between the Parties in order to negate such FOCI, and to be submitted to DCSA for approval as required by applicable DoD regulation and policy; and

WHEREAS, in order to comply fully with the NISP, the Parties agree that the voting control of the Shares owned by Leonardo US (the "Leonardo US Shares") should be vested in citizens of the United States who have DoD personnel security clearances.[4]

NOW THEREFORE, in consideration of the promises and mutual undertakings of the Parties hereinafter set forth, a Proxy Agreement in respect of the Leonardo US Shares is hereby created and established to negate FOCI at the Company, subject to the following terms and conditions, to all and every one of the Parties expressly assent and agree:

REPRESENTATIONS AND WARRANTIES

ARTICLE I - Business Organization

1.01. The Company, Leonardo US, and Leonardo represent and warrant to DCSA as of the Effective Date the following:

a. The Company is a corporation duly formed, validly existing, and in good standing under the laws of the State of Delaware; has the power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged; and is duly

[2] "Classified information" is any information determined pursuant to Executive Order 13526 or any applicable predecessor or successor order to require protection against unauthorized disclosure and is so designated. The classifications TOP SECRET, SECRET and CONFIDENTIAL are used to designate such information.

[3] "Export controlled information" is unclassified information the export of which is controlled by the International Traffic in Arms Regulations ("ITAR") and/or the Export Administration Regulations ("EAR"). The export of technical data which is inherently military in nature is controlled by the ITAR. The export of technical data which has both military and commercial uses is controlled by EAR.

[4] An administrative determination that an individual is eligible for access to classified information of a certain category.

qualified to do business in each jurisdiction in which the character of the properties owned by it therein or in which the transaction of its business makes such qualification necessary.

b. Attached hereto as Exhibit A is a certificate from the Secretary of the Company setting forth a true and complete copy of all resolutions adopted by the governing body of the Company authorizing the execution, delivery and performance of this Agreement and certifying that such resolutions are in full force and effect and are all the resolutions adopted in connection with this Agreement, and that the representations and warranties in Article I and Article II of this Agreement and in each document delivered in connection herewith are true and correct after giving effect hereto.

c. Attached hereto as Exhibit B is a true and complete copy of the Company's Bylaws, and there have been no other amendments or changes to such Bylaws as of such date.

d. The Leonardo US Shares constitute a majority of the outstanding equity securities of the Company, and the Shares have been duly authorized and validly issued and are owned, whether directly or indirectly, of record or, to the knowledge of the Company, beneficially,[5] as set forth on Exhibit C attached hereto, which includes to the Company's knowledge a true and complete: (i) chart or diagram of each person or entity who is a beneficial owner of greater than 50% of the Shares, as determined by voting or investment control (each a "Parent Company"); (ii) list of each person or entity who is known to the Company to be a beneficial owner of greater than 5% of a class of equity securities, as determined by voting or investment control, of a Parent Company (each such person or entity referred to as a "Significant Shareholder"); (iii) list of the officers and directors of each Parent Company; (iv) list of the executive officers and directors, if any, of each Significant Shareholder, to the extent publicly available, and (v) disclosure as to whether any Parent Company or Significant Shareholder is controlling, controlled by, under common control, directly or indirectly, or acting in concert with, an owner of ownership rights in the Company as applicable (such persons or entities referred to herein as "Associated Persons").

e. That except for those ownership rights described in Exhibit D attached hereto, to the Company's knowledge the Shares constitute all of the outstanding ownership rights in the Company, whether held directly or indirectly, of record or beneficially, or by an Associated Person, and provided that, as used in this Agreement, the term "ownership rights" shall mean all of the rights, privileges, powers and immunities associated with:

(i) the Shares;

(ii) any option, warrant, convertible security, appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to the Shares, whether or not such instrument or right shall be subject to settlement in the underlying equity security of the Company or otherwise (a "Derivative Instrument");

[5] As used in this Agreement, equity securities "beneficially owned" shall mean all securities that a person is deemed to beneficially own pursuant to Rules 13d–3 and 13d–5 under the Securities Exchange Act of 1934, as amended from time to time (the "Exchange Act").

(iii) any other opportunity to profit or share in any profit derived from any increase or decrease in the value of the Shares;

(iv) except as otherwise provided by this Agreement, any proxy, contract, arrangement, understanding, or relationship pursuant to which a person other than the owner of Shares has a right to vote any or all the Shares;

(v) any right to dividends or distributions on the Shares separated or separable from the underlying equity securities;

(vi) any fees based on any increase or decrease in the value of the Shares or Derivative Instruments.

f. Except as set forth on Exhibit E attached hereto, the Company is not a party to any indenture, loan, or credit agreement, or to any lease, any other similar agreement or any instrument creating a mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance against any of its property, assets or leasehold interests with respect to any indebtedness or other obligation of Leonardo or an Affiliate. As to any such agreements or instruments, the Company is not in default in any respect in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions.

g. Attached hereto as Exhibit E is a complete and accurate list, table or chart of the Company and each of its subsidiaries to include jurisdiction of incorporation, addresses of facilities, ownership of outstanding stock, and other descriptive information required by DCSA for purposes of inspection and oversight such as CAGE codes, facility clearance, and management personnel information.

ARTICLE II - Government Contracts

2.01. The Company provides defense technologies, systems and solutions, including electro-optical sensor technologies, laser systems, electronic warfare systems, intelligence and surveillance solutions, network computing, global satellite communications, and force protection, integrated mission equipment, power and propulsion, and transportation and logistics products and systems to a wide range of governmental and commercial customers including various User Agencies[6] of the United States Government, including, without limitation, the DoD; and attached on the Effective Date of this Agreement as Exhibit F, or subsequently upon request of DCSA, is a complete and accurate list of each DoD Contract Security Classification Specification (form DD-254) associated with the Company or its subsidiaries.

[6] The Office of the Secretary of Defense (including all boards, councils, staffs, and commands), DoD agencies, and the Departments of Army, Navy, and Air Force (including all of their activities); Department of Commerce, General Services Administration, Department of State, Small Business Administration, National Science Foundation, Department of the Treasury, Department of Transportation, Department of the Interior, Department of Agriculture, Department of Labor, Environmental Protection Agency, Department of Justice, Federal Reserve System, Government Accountability Office, United States Trade Representative, United States International Trade Commission, United States Agency for International Development, National Aeronautics and Space Administration, Nuclear Regulatory Commission, Department of Education, Department of Health and Human Services, Department of Homeland Security and Federal Communications Commission (the "User Agencies").

ORGANIZATION

ARTICLE III - Establishment of Proxy Agreement

3.01. The execution, delivery and performance by Leonardo US and the Company of this Agreement, having been duly authorized by all necessary company actions and which does not and will not require any further consent or approval of Leonardo US shareholders, or contravene the Company's Certificate of Incorporation or its Bylaws, involves the selection of no less than five (5) Proxy Holders with the qualifications set forth in Section 4.01. The voting Proxy shall be granted by Leonardo US to the Proxy Holders pursuant to Article XV. DCSA shall determine that all requirements of this Agreement have been satisfied, including the necessary independence and separation of operation, lack of interdependence between the Affiliates on the one hand, and on the other, the Company and/or its subsidiaries, and the financial self-reliance and business viability of the Company.

ARTICLE IV - Appointment of Proxy Holders

4.01. Proxy Holders will be appointed by Leonardo US after reasonable consultation with Leonardo, for terms consistent with the staggered terms described in Section 5.01 below. Proxy Holders must meet the qualification standards required by DCSA, and as described more particularly in Section 5.04 below and, in their capacity as Directors, must meet the qualification standards, or exceptions thereto, of any exchange on which the Shares are listed.[7] The appointment of Proxy Holders shall not become effective until approved by DCSA.

4.02. Except as authorized by Section 4.03 below, Leonardo US may not remove a Proxy Holder except for acts of gross negligence or willful misconduct while in office. Leonardo US may remove a Proxy Holder for such acts by an instrument signed by or on behalf of Leonardo US and filed with the Company at its principal office in Arlington, VA. Leonardo US must notify DCSA at least 20 days prior to filing such instrument, and notice must be given pursuant to Section 17.01 of this Agreement. However, if such removal would result in only one remaining Proxy Holder, then such an instrument of removal shall not be effective until a successor Proxy Holder who is qualified to serve hereunder has accepted appointment.

4.03. Only upon reasonable consultation with Leonardo and the approval of DCSA, Leonardo US may also remove a Proxy Holder for acts in violation of this Agreement, including without limitation the inability to protect the legitimate economic interest of Leonardo US pursuant to Section 8.05. Leonardo US must petition DCSA for permission to remove a Proxy Holder for acts in violation of this Agreement. However, DCSA has the right to determine, in its sole discretion, whether such petition should be granted. Leonardo US may communicate to DCSA concerns with the performance of a Proxy Holder unrelated to this Agreement, but DCSA is under no obligation to mediate or resolve any such dispute except as provided herein.

4.04. Any Proxy Holder may at any time resign by submitting to the Company at its principal office in Arlington, VA, a resignation in writing, with notice to Leonardo US and DCSA pursuant to Section 17.01. Such resignation shall be effective on the date of resignation

[7] *See* NISPOM § 2-305.

stated by the Proxy Holder. No formal acceptance of resignation by the Company is necessary to make the resignation effective. Upon resignation, a Proxy Holder's obligations and responsibilities under this Agreement are completed. However, if such resignation would result in only one remaining Proxy Holder, then the resignation shall not be effective until a successor Proxy Holder who is qualified to serve hereunder has accepted appointment.

4.05. Appointment of successor Proxy Holders shall be accomplished as follows:

a. In the event of the end of any Proxy Holder's term, or the death, resignation, removal or inability to act of any Proxy Holder, the Company shall give prompt written notice to DCSA and Leonardo US. Upon reasonable consultation with Leonardo, Leonardo US shall re-appoint the Proxy Holder or appoint a successor Proxy Holder using its best efforts[8] and diligence and shall notify DCSA of the successor. Upon approval by DCSA, a new Proxy Holder may accept the appointment.

b. Any appointment of a Proxy Holder shall be made by an instrument in writing signed by an authorized representative of Leonardo US. Counterparts of such instrument shall be delivered to the Company, DCSA and Leonardo as provided in Section 17.01. Acceptance of appointment for Proxy Holders as provided above may only be accomplished by their agreement to be bound by the terms of this Agreement, as signified by their signature on the counterpart of this Agreement on file at the Company's principal office in Arlington, VA with copies to the other Proxy Holders, Leonardo US and DCSA. Upon approval by DCSA and acceptance of such appointment by the nominee, the Proxy Holder shall be vested with all the rights, powers, authority and immunities herein conferred upon the Proxy Holders by this Agreement.

4.06. On the death, resignation, removal, disability or term expiration of a Proxy Holder, the remaining Proxy Holders may exercise all of the rights, powers and privileges of the Proxy Holders as set forth in this Agreement until a successor accepts appointment. If no Proxy Holders remain, upon written notice to DCSA, the Chairman of the Company Board shall be automatically vested with all rights, powers, authorities and immunities of the Proxy Holders for an interim period until Leonardo US nominates and DCSA approves a successor Proxy Holder as provided herein.

[8] For purposes of this Agreement, the term "best efforts" means the good faith performance of duties, including fiduciary duties, in a manner believed to be: (i) in the U.S. national interest; (ii) where not inconsistent with the U.S. national interest, in the best interests of the Company and Leonardo US in accordance with the laws of the State of Delaware to the extent that any such state law is not preempted by this Agreement; and (iii) with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. For purposes hereof, U.S. national interest means the essential security interests of the United States in relation to the competing interests of foreign governments, and for purposes of this Agreement includes without limitation the ability of the United States to control the handling and disclosure of classified information and export controlled information and the reliability of performance under each U.S. Government contract where access to classified information is one of the requirements of performance.

ARTICLE V - Acknowledgment of Obligations

5.01. The Board of Directors shall be composed as follows:

a. (i) Prior to the IPO, all Proxy Holders shall become members of the Company Board (each, a "Director"). By majority vote and in their sole discretion, the Proxy Holders shall, among candidates proposed by Leonardo US, appoint four (4) additional Directors, not Proxy Holders, to the Company Board, which shall include: (A) the Company's Chief Executive Officer who may also serve as Chair of the Board and (B) three (3) additional Director (the "Non-Proxy-Holder Directors"). If any proposed Non-Proxy Holder Director has a prior or existing contractual, financial or employment relationship with Leonardo, DCSA prior approval would be required. The Proxy Holders, by majority vote, may remove any Non-Proxy Holder Directors after consultation with Leonardo US.

(ii) Following the IPO, the Company, through a Nominating Committee of the Company Board to be comprised solely of Proxy Holders, will nominate the Proxy Holders for election as Directors at any meeting of the shareholders of the Company at which Directors are to be elected (an "Election Meeting"). By majority vote and in their sole discretion, the Proxy Holders, through the Nominating Committee, shall, from among the relevant candidates proposed by Leonardo US after reasonable consultation by Leonardo US with the Nominating Committee ("Non-Proxy Holder Director Nominees"), select the Chief Executive Officer and designate three (3) additional individuals, each of whom to be nominated for election as Directors at each Election Meeting. If any Non-Proxy Holder Director Nominee has a prior or existing contractual, financial or employment relationship with Leonardo such that the Non-Proxy Holder Director Nominee would not qualify as an "Independent Director", DCSA prior approval shall be required. At any Election Meeting, Proxy Holders shall vote to elect the then-current Proxy Holders, the Chief Executive Officer and the three other Non-Proxy Holder Director Nominees to serve on the Company Board for the succeeding year.

b. The Company Board shall elect a Chair, who shall hold a DoD personal security clearance. If the Chair is not one of the Proxy Holders, the Board also shall elect a Lead Outside Director, who shall be one of the Proxy Holders. The Proxy Holders shall be appointed in staggered terms designated as either Class A, B, or C, as affirmed in each Proxy Holder's annual certification described in Section 5.05 below. Proxy Holders in Class A (and their successors) shall have their term expire in 2020, and every three years thereafter. Proxy Holders in Class B (and their successors) shall have their term expire in 2021, and every three years thereafter. Proxy Holders in Class C (and their successors) shall have their term expire in 2022, and every three years thereafter. No more than one Proxy Holder may be assigned to a single class, unless each of Class A, B, and C has at least one Proxy Holder assigned to each class.[9]

5.02. The terms of compensation including any and all benefits for the Proxy Holders, including in their capacity as Directors, shall be negotiated between the Proxy Holders and Leonardo US and shall be paid by the Company. Said terms shall not be changed during the Proxy Holders' tenure as Proxy Holders and shall be provided to DCSA.

5.03. The Proxy Holders agree to perform the duties and be bound by all provisions of this Agreement and to exercise the power and perform the duties set forth herein according to their best efforts.

5.04. Each Proxy Holder agrees:

a. that, in order to be qualified under this Agreement, the Proxy Holder must have had no prior or existing contractual, financial or employment relationship with either the Company or the Affiliates prior to their appointment; provided that, for purposes of clarity, it is agreed that a person with prior service as a Proxy Holder or as an Outside Director of the Company or any Affiliate that has a facility security clearance issued by DCSA may be approved as a Proxy Holder in conformity with the qualification requirements of § 2-305 of the NISPOM so long as the approval occurs in advance and in writing. Each Proxy Holder further agrees, in order to maintain his/her qualification as a Proxy Holder, not to establish any relationships of any kind with Leonardo US, the Affiliates or the Company except as may be required or permitted by this Agreement; and

b. to be processed for and remain eligible for a United States Government personnel security clearance and reside within the United States during the term of this Agreement as a Proxy Holder.

5.05. Each of the Proxy Holders, in recognition of his/her obligations under this Agreement, agrees:

a. that the Leonardo US Shares are being placed in a Proxy Agreement as a security measure designed to insulate the Company from any foreign control or influence that may arise from Leonardo US's ownership of the Leonardo US Shares;

b. that the United States Government is placing its reliance upon each Proxy Holder as a United States citizen to exercise independently all prerogatives of ownership of the Company;

c. that one year from the Effective Date of this Agreement and annually thereafter, the Proxy Holders shall assure that a report is submitted to DCSA in accordance with Section 11.02;

d. that each Proxy Holder, upon acceptance of appointment, shall be briefed by a representative of DCSA on his/her responsibilities under the NISP and this Agreement;

e. that one year from the Effective Date of this Agreement and annually thereafter, the Proxy Holders shall meet with representatives of DCSA in accordance with Section 11.01;

f. that each Proxy Holder, upon acceptance of appointment and annually thereafter, shall execute, for delivery to DCSA, a certificate in a form substantially similar to

Exhibit G attached hereto affirming his/her Agreement to be bound by, and accept his/her responsibilities under this Agreement;

g. not to accept direction from Leonardo US on any matter before the Proxy Holders or the Board of Directors of the Company and not to permit Leonardo US or any of the Affiliates including all members of the Boards of Directors and all officers, employees, significant shareholders,[10] agents and other representatives of each of the Affiliates (the "Affiliated Group") to exercise any control or influence over the business or management of the Company except as provided in this Agreement; however, nothing herein shall be construed to hold the Affiliates, the Company and its subsidiaries responsible for the actions of Leonardo's shareholders;

h. to ensure that the management appointed by the Proxy Holders fully understands their responsibility to exercise all prerogatives of management with complete independence from any foreign influence or control;

i. that each principal officer of the Company shall be furnished a policy statement on foreign ownership, control or influence (FOCI), stating that management has complete independence from Leonardo US and the Affiliated Group; that they are barred from taking any action that would countermand this Agreement; and that any suspected violation of this Agreement shall be reported immediately to the Chairman of the Government Security Committee (the "GSC"); and

j. to maintain records, journals and minutes of meetings and copies of all communications sent or received by them in the execution of their duties for a period of two (2) years. Such data and copies of all information furnished to Leonardo US or any of the Affiliates by the Company or the Proxy Holders shall be made available upon request for review by DCSA at the office of the Proxy Holders or the office of the Company.

5.06 The Audit Committee of the Company Board (the "Audit Committees") shall appoint an independent financial auditor to conduct an annual audit of the Company's books and records. In order to ensure appropriate auditing and reporting under applicable securities laws, including those applicable to public companies, and to ensure consistent auditing across Leonardo and its subsidiaries (the "Leonardo Group"), nothing shall prohibit the Audit Committee from selecting the same independent auditors as Leonardo or Leonardo US unless, in the sole discretion of the GSC, measures are not reasonably available to ensure that performance of the audit by these independent auditors complies with this Agreement, including without limitation Section 5.09 below. Any separate engagement letter entered into by the Audit Committee with such independent auditors shall require that the audit include performance of those audit tasks and reports necessary for Leonardo to comply with its internal control and disclosure obligations as a publicly traded company in a manner consistent with the requirements of this Agreement. The Audit Committee shall advise DCSA and Leonardo US of their action. Upon completion of the audit and review by the Audit Committee the audit report shall be

[10] As used in this Agreement, a "significant shareholder" shall mean any beneficial owner of greater than 5% of a class of equity securities as determined by voting or investment control over the securities.

publicly filed and forwarded to Leonardo US. The GSC shall provide a copy of the independent financial audit report to DCSA, if requested.

5.07. Without approval from DCSA and the GSC, officers of the Company shall not serve as officers of Leonardo US or any of the Affiliated Group, and officers of Leonardo US or any of the Affiliated Group shall not serve as officers of the Company.

5.08. Facility Location Plan. The Company must not permit its facilities and personnel to be collocated with the facilities and personnel of the Affiliated Group without approval from DCSA. The Company must seek prior written DCSA approval of a Facility Location Plan, which means a description of the location of each of the facilities of the Company and closely located Affiliated Group facilities. Where DCSA determines appropriate, DCSA shall request and the Company shall provide maps and floor plans showing where employees occupy space in each facility. DCSA approval of the Company's plan shall not be determined solely on the physical proximity of the facilities. DCSA may approve a plan involving facilities that are closely located. It shall be a reasonable expectation of the Parties that any DCSA review under this Section will be primarily concerned with physical proximity that in DCSA's sole determination is likely to degrade the Company's ability to comply with the security measures required by this Agreement.

5.09. Affiliated Operations. The Company and its subsidiaries must not receive any Affiliated Operations, as defined herein, other than those subject to an Affiliated Operations Plan ("AOP") approved by DCSA.

a. *Affiliated Operations Plan*. The term Affiliated Operations Plan herein means the Company's consolidated policies and procedures regarding services provided to, provided by, or exchanged between the Company and the Affiliated Group, or any subsidiaries, that includes, at a minimum: (i) requirements for the GSC to notify DCSA of any proposed category of Affiliated Operations and obtain DCSA approval of the general category prior to accepting or providing any associated Affiliated Operations services as outlined in writing; (ii) procedures for ensuring that any such services do not circumvent the requirements of this Agreement, which may include at the discretion of the GSC a requirement that each Affiliated Service require GSC notification or approval to ensure that at a minimum the service falls under a DCSA approved category; (iii) copies of each relevant agreement among the affiliated companies; and (iv) a requirement that the GSC provide to DCSA an annual written certification that it is effectively monitoring any Affiliated Services being provided, and that such Affiliated Services do not allow the Affiliated Group to exercise control or influence with respect to the management or business of the Company, including its cash or other assets, in violation of this Agreement or otherwise in violation of any OPSEC requirement in any of the Company's government contracts.

b. *Affiliated Operations Defined*. The term "Affiliated Operation" herein means the following:

(i) Shared Employees. Persons employed by any member of the Affiliated Group and assigned to work for the Company (in whole or in part, in support or on

behalf of the Company or any of its subsidiaries, whether or not performance is governed by the terms of a relevant agreement among the affiliated companies) or persons employed by the Company assigned to work for the Affiliated Group (whether or not performance is governed by the terms of a "secondment" or relevant agreement among the affiliated companies). Persons employed by the Company, while performing services for affiliates under the terms of an approved Affiliated Operations category and relevant service agreement, shall not be considered a Shared Employee so long as the service is within the scope of the agreement and the employee is not also employed by an affiliated company;

(ii) Shared Third-Party Services. A shared third-party service (which means a professional service such as accounting, legal, tax, information technology, or business consulting) where the Company is aware, or has a reasonable expectation, that the service is or will be provided to both a member of the Affiliated Group and the Company or any of its subsidiaries by the same service provider. Subject to DCSA review, approval by a majority of the GSC is sufficient to authorize a third-party shared service if it will not involve a conflict of interest and will not adversely affect the Company's ability to comply with this Agreement. The Company will establish a risk-based approach for systematic review by the GSC, based on risk potential for impact to national security, leverage against the Company or impact to its business operations. Notification to DCSA for approved shared third-party services shall be made by the GCS within an appropriate time following its decision and shall include a description of the services approved in the appropriate manner in accordance with established risk criteria as outlined in the Company's AOP. DCSA in its sole discretion may require the GSC to rescind any approval made under this Section if DCSA determines that a conflict of interest or adverse effect on the Company's ability to comply with the security measures required by this Agreement is reasonably likely and insufficiently mitigated. It shall be a reasonable expectation of the Parties that any DCSA review under this Section will consider separate engagement letters, separate projects and the like as mitigating factors; or

(iii) Other Shared Services and Products. Except for those products and services exchanged pursuant to a commercial arrangement described in Section 5.09(d) below, any valuable product or service regardless of whether or not provided on a commercial arm's length basis by any member of the Affiliated Group to the Company or any of its subsidiaries or provided by the Company or any of its subsidiaries to any member of the Affiliated Group, where provision of services or yield of economic benefit may result in the potential for operational leverage over the Company, whether or not governed by the terms of a relevant service agreement among the affiliated companies.

c. *Additional Notifications Required for the Use of Affiliate Technology*. For current or future classified contracts in which the Company will use technology products or services of any of the Affiliated Group in performance thereof, the Company's management shall notify each applicable Government Contracting Activity ("GCA") regarding the technology products or services that each Affiliate will provide under the contract. Notification shall be made to the GCA following award of a classified contract except where that GCA has opted out of its right to notification in writing. The GCA's written statement shall be maintained by the Company for the duration of the applicable classified contract and must be made available for

review by the GSC and DCSA upon request. The Company's management shall provide the GSC with an annual report regarding the notifications and GCA statements required in this Section.

d. *Commercial Arrangements*. A cooperative commercial arrangement, which for purposes of this Agreement means contracts and subcontracts, joint research, development, marketing or other type of teaming arrangement, entered in connection with a commercial pursuit or joint business venture, between the Company or any of its subsidiaries and any member of the Affiliated Group shall require review and consent of a majority of the Proxy Holders. The company will establish a risk-based approach for systematic review, based on risk potential for impact to national security, leverage against the Company or impact to its business operations. Disclosure to DCSA shall include a description of such arrangements and be made within an appropriate time in accordance with established risk factors as outlined in the Company's AOP.

ARTICLE VI - Indemnification and Compensation of Proxy Holders

6.01. The Proxy Holders in voting the Leonardo US Shares and in their capacity as Directors of the Company shall vote and act on all matters in accordance with their best efforts, as defined herein.

6.02. The Company and Leonardo US jointly and severally shall indemnify and hold each Proxy Holder harmless from any and all claims arising from or in any way connected to his/her performance as a Proxy Holder under this Agreement except for his/her own individual gross negligence or willful misconduct. The Company and Leonardo US shall each be responsible jointly and severally to advance fees and costs as incurred in connection with the defense of any such claim subject to an agreement by the indemnified person to reimburse any amounts advanced if it is determined in a final non-appealable court judgment that such fees and costs were not indemnifiable due to the individual's gross negligence or willful misconduct. Any such amounts advanced shall, as between the Company and Leonardo US, be borne equally and any reimbursement shall be made to the party or parties that advanced such fees and costs.

6.03. The compensation, reasonable and necessary travel expenses, and other reasonable and necessary expenses paid or incurred by the Proxy Holders in the administration of their duties as Proxy Holders and Directors shall be borne and promptly paid by the Company upon submission to it of reasonably detailed documentation as appropriate. The Company hereby agrees to pay promptly such compensation, travel expenses and other expenses.

ARTICLE VII - Restrictions Binding on Subsidiaries of the Company

7.01. Subject to Section 13.03 hereof, the Parties hereby agree that the provisions of this Agreement shall apply to and shall be made to be binding upon all present and future subsidiaries of the Company, other than any Excluded Subsidiaries. "Excluded Subsidiaries" shall mean those subsidiaries of the Company, if any, to which the terms of this Agreement (including, without limitation Section 13.01) do not apply that have been expressly designated in writing as such by the GSC in accordance with Section 10.06 hereof. In addition, nothing

contained herein shall be deemed to limit the power and authority of the Company (and its management) to manage, direct and provide oversight to each of its subsidiaries, including any Excluded Subsidiaries. The Company hereby agrees to undertake any and all measures, and provide such authorizations, as may be necessary to effectuate this requirement. The sale of, or termination of the Company's control over, any such subsidiary shall terminate the applicability to it of this Agreement. Likewise, this Agreement shall cease to apply to or be deemed to be binding on any Affiliate following the time in which it is no longer a member of the Affiliated Group.

7.02. If the Company proposes to form a subsidiary, or to acquire ownership or control of another company, it shall give notice of such proposed action to DCSA and shall advise DCSA again immediately upon consummation of such formation or acquisition.

OPERATIONS

ARTICLE VIII - Actions by the Proxy Holders

8.01. The Proxy Holders shall adopt written standard operating procedures which shall be followed by the Proxy Holders in discharging their responsibilities under this Agreement. The operating procedures shall be maintained by the Proxy Holders for review by DCSA. The operating procedures relating to protecting classified and export-controlled information and safeguarding the independence of the Proxy Holders are not releasable by the Company except to Leonardo US and only with the advance written approval of DCSA. The operating procedures not related to protection of classified and export-controlled information and safeguarding the independence of the Proxy Holders are not releasable without the approval of the GSC.

8.02. Proxy Holders shall hold meetings as necessary to satisfy their responsibilities under this Agreement. These meetings may be held at such time and at such place within the United States as shall be decided, from time to time, by a majority of the Proxy Holders. At least four meetings of the Board of Directors shall be held each year in addition to any separate Proxy Holder meetings that the Proxy holder shall call in accordance with this Section 8.02. Minutes of such meetings shall be prepared and retained by the Company or the Proxy Holders for review by DCSA.

8.03. For the purpose of conducting the Company's business, each Proxy Holder present at an official meeting, either in person or by written proxy, shall have the right to cast one vote on each question. Each such question shall be decided by a majority vote of the Proxy Holders present. In lieu of a meeting, action may also be taken on the business of the Company by a writing signed by all the Proxy Holders. Each Proxy Holder agrees to attend, except for good cause shown, not less than 50 percent of all official meetings held in one year's time at which his/her attendance is formally requested pursuant to the Proxy Holders' procedures.

8.04. No proxy to vote the Leonardo US Shares may be given to, or voted by, any person other than one of the Proxy Holders.

8.05. Subject at all times to the responsibility to ensure compliance by the Company with NISP requirements and this Agreement, the Proxy Holders shall seek to protect the legitimate economic interests of its shareholders and, whether in their capacity as Proxy Holders or members of the Board of Directors, act in a manner consistent with their fiduciary duties. To the extent not expressly prohibited or limited by this Agreement or inconsistent with listing requirements or laws applicable to, or prudent business practices for, U.S. public companies (as determined by the Company's legal counsel), the Company shall adhere to relevant issued Leonardo Group policies and principles applicable to subsidiaries of Leonardo and provided to the Company in writing at or following the date of this Agreement and a reasonable period of time prior to their application, including those relating to financial planning and reporting, compliance, governance, auditing (including maintaining a risk-based audit plan), communications and ethics. Subject to the terms of this Agreement, the Company may participate with other members of the Leonardo Group in formal or informal business discussions to facilitate compliance with the foregoing policies and principles. Any such policies and principles must be in writing and made available for inspection by the Company and, at DCSA's request, to DCSA. The GSC may, consistent with best efforts, impose additional security-related policies and procedures in its sole discretion.

8.06. The Government Security Committee (see Section 10.01 below) shall establish written policies and procedures and maintain oversight to provide assurance to itself and DCSA that electronic communications between the Company and its subsidiaries and the Affiliated Group do not disclose classified or export-controlled information without proper authorization. (Note: As used in this Agreement, the term "electronic communications" means the transfer of information via, including but not limited to, telephone conversations, facsimiles, teleconferences, video conferences or electronic mail.) Policies and procedures will also provide assurance that electronic communications are not used by Leonardo US and/or any of the Affiliated Group to exert influence or control over the Company's business or management in a manner which could adversely affect the performance of classified contracts.

ARTICLE IX -Voting Discretion

9.01. Except as otherwise provided in this Agreement, the Proxy Holders shall possess and shall be entitled to exercise in their sole and absolute discretion, with respect to the Leonardo US Shares at any time covered by this Agreement, the right to vote the same or to consent to any and every act of the Company in the same manner and to the same extent as if they were the absolute owners of such Leonardo US Shares in their own right. All decisions and actions by the Proxy Holders pursuant to this Agreement shall be based on their independent judgment. All decisions and actions by the Proxy Holders shall be free of any control or influence from Leonardo US and the Affiliated Group in any manner whatsoever except as specifically permitted in this Agreement. Communication of any nature and by any means from Leonardo US or any of the Affiliated Group deemed by the Proxy Holders to be an attempt to assert any influence or control precluded by this Agreement shall be reported immediately by the Proxy Holders to DCSA.

9.02. In addition to the general authorities conferred by Section 9.01 above and consistent with Section 8.05, the Proxy Holders are specifically authorized in the exercise of their sole and absolute discretion with respect to the Leonardo US Shares to vote for or consent to:

a. In accordance with Section 5.01, the election of Non-Proxy Holder Directors and Non-Proxy Holder Director Nominees or the removal of such Directors subject to consultation with Leonardo US.

b. any changes or amendments to the Company's Certificate of Incorporation or Bylaws[11] involving matters other than those necessary pursuant to Section in 9.04 below;

c. the sale or disposal of the property, assets or business of the Company other than that prohibited in Section 9.03 below;

d. the incurrence of debt or any pledge, mortgage or encumbrance of any assets of the Company other than that prohibited by Section 9.03 below;

e. any action with respect to the foregoing, or any other matter affecting the Company and not specifically described in Section 9.03 that Leonardo US might lawfully exercise.

9.03. The Proxy Holders are not authorized to take any of the following actions without the express written approval of Leonardo US or as required under applicable agreements and policies:

a. other than in the ordinary course of business with vendors, customers and suppliers, (i) the sale or other disposition, however structured (including by way of a merger), of any of the subsidiaries, property, assets or business of the Company or its subsidiaries, including, without limitation, the sale, assignment or license of the Company's or its subsidiaries' patents, technologies and other intellectual property rights, or (ii) the purchase, however structured (including by way of a merger), of any business, properties, assets, or entities by the Company or its subsidiaries in each case, whether arising under (i) or (ii), in a transaction or series of related transactions where the Company's investment (determined by the enterprise value for an investment that will be consolidated in the Company's financial statements and by the purchase price for an investment that will be not consolidated) exceeds two percent (2%) of the Company's revenues for the immediately preceding year or in the aggregate for all such purchases or sales in any calendar year, exceeds an amount equal to five percent (5%) of the Company's revenues for the immediately preceding year.

b. incur debt or pledge, mortgage, lease or otherwise encumber the assets of the Company or its subsidiaries in connection with the incurrence of debt if such incurrence would cause the aggregate outstanding principal amount of all debt of the Company and its

[11] The Certificate of Incorporation and the Bylaws of the Company shall be reviewed by DCSA at the time of establishment of this Agreement and at least annually thereafter.

subsidiaries to exceed the target leverage ratio (defined as outstanding principal balance of debt for borrowed money net of cash balances, divided by the Company's key profitability metric (e.g., EBITDA) in each case as set forth in the Company's then-current operating plan approved by the Company Board, and in each case, excluding current debt incurred for purposes of funding day-to-day working capital requirements in the ordinary course of business.

c. any merger, consolidation, reorganization or dissolution of the Company or of any subsidiary except as permitted under Section 9.03(a) above and excluding transactions solely among wholly-owned subsidiaries of the Company;

d. the filing or making of any petition by the Company or its subsidiaries under the federal bankruptcy laws or any similar law or statute of any state or any foreign country.

9.04. The Proxy Holders agree that they shall, upon written request by Leonardo US, as required under applicable agreements and policies, take such action or actions as are necessary to recommend, authorize or approve the actions specified in Section 9.03. The Proxy Holders shall consult with Leonardo US concerning such action so that Leonardo US and Leonardo may have sufficient information, (i) to the extent otherwise permitted to be disclosed by the Company, to enable Leonardo US and Leonardo to make fully informed judgements concerning such actions and (ii) to ensure that all such actions will be taken in accordance with applicable law. Any vote of the Proxy Holders with respect to the matters specified in Section 9.03 that is taken without the approval of Leonardo US, as required under applicable agreements and policies, shall be void and shall have no effect.

ARTICLE X - Government Security Committee (GSC)

10.01 There shall be established a permanent committee of the Company's Board of Directors, to be known as the Government Security Committee ("GSC"), consisting of all Proxy Holders/Directors and the following officers of the Company: the Chief Executive Officer, General Counsel, Corporate Facility Security Officer ("CFSO"), and the Technology Control Officer ("TCO"), to the extent such officers hold personnel security clearances at the level of the Company's facility security clearance. The members of the GSC shall exercise their best efforts to ensure that the Company maintains policies and procedures to safeguard classified information in the possession of the Company and to ensure that the Company complies with this Agreement, the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulation ("EAR"), and the National Industrial Security Program Operating Manual ("NISPOM").

10.02. The members of the GSC shall exercise their best efforts to ensure the implementation within the Company of all procedures, organizational matters and other aspects pertaining to the security and safeguarding of classified and controlled unclassified information called for by this Agreement, including the exercise of appropriate oversight and monitoring of the Company's operations to ensure that the protective measures contained in this Agreement are effectively maintained and implemented through its duration.

10.03. The GSC shall designate one of the Proxy Holder members to serve as Chairman of the GSC.

10.04. The Chairman of the GSC shall designate a member of the GSC to be Secretary of the GSC. The Secretary's responsibility shall include ensuring that all records, journals, and minutes of GSC meetings and other documents sent to or received by the GSC are prepared and retained for review by DCSA.

10.05. The CFSO shall be appointed by the Company and shall be the principal advisor to the GSC concerning the safeguarding of classified information. The CFSO's responsibility includes the operational oversight of the Company's compliance with the requirements of the NISP.

10.06. The GSC shall designate the Excluded Subsidiaries.

10.07. The members of the GSC shall exercise their best efforts to ensure that the Company develops and implements a Technology Control Plan ("TCP"), which shall be in the form substantially similar to Exhibit H attached hereto, no later than 45 days following the Effective Date of this Agreement. This TCP shall include each addendum that may be required for individual facilities. The TCP shall, at all times, be subject to review by DCSA. The TCP shall include the written policies and procedures for electronic communications required by Section 8.06. above, including each addendum that may be required for individual facilities. The GSC shall have authority to establish the policy for the Company's TCP. The TCP shall prescribe measures to prevent unauthorized disclosure or export of controlled unclassified information consistent with applicable United States laws and regulations.

10.08. The TCO shall be appointed by the Company and shall be the principal advisor to the GSC concerning the protection of controlled unclassified information and other proprietary technology and data subject to regulatory or contractual control by the United States Government. The TCO's responsibilities shall include the establishment and administration of all intracompany procedures, including employee training programs to prevent the unauthorized disclosure or export of controlled unclassified information, and to ensure that the Company otherwise complies with the requirements of the ITAR and EAR.

10.09. The Company shall appoint an independent auditor to conduct a bi-annual audit of the Company's compliance with U.S. export control laws and regulations, with the initial audit to be conducted during the first year following execution of this Agreement, and every other year thereafter. The GSC shall provide a copy of the external audit report to DCSA in conjunction with the annual certification report further outlined in Section 11.02 below.

10.10. Discussions of classified and controlled unclassified information by the GSC shall be held in closed sessions and accurate minutes of such meetings shall be kept and shall be made available only to such authorized individuals as are so designated by the GSC.

10.11. Upon taking office, the GSC members, the FSO and the TCO shall be briefed by a DCSA representative on their responsibilities under the NISP and this Agreement.

10.12. The GSC shall oversee the development and conduct of employee training, briefings and notices (e.g., in corporate bulletins and employee newsletters) on the effect and operation of this Agreement, as well as on suspicious contact reporting requirements. This shall be in addition to the baseline training and briefing requirements of Chapter 3 of the NISPOM.

10.13. Each member of the GSC shall exercise his/her best efforts to ensure that all provisions of this Agreement are carried out; that the Company's Directors, officers, and employees comply with the provisions of this Agreement; and that DCSA is advised of any known violation of, or known attempt to violate, any provision of this Agreement, appropriate contract provisions regarding security, U.S. Government export control laws and regulations, and the NISPOM.

10.14. Each member of the GSC shall execute, for delivery to DCSA upon accepting his/her appointment and thereafter at each annual meeting of the Company with DCSA as established by this Agreement, a certificate in a form substantially similar to Exhibit I attached hereto acknowledging the protective security measures taken by the Company to implement this Agreement; and further acknowledging his/her agreement to be bound by and acceptance of his/her responsibilities under this Agreement and acknowledging that the U.S. Government has placed its reliance on him/her as U.S. citizen and as the holder of a personnel security clearance to exercise his/her best efforts to ensure those matters set forth herein.

ARTICLE XI - Annual Review and Certification

11.01 Representative(s) of DCSA, the Proxy Holders, other members of the GSC, the FSO, the Company's President, the Company's Chief Financial Officer and Leonardo US /Leonardo shall meet annually to review the purpose and effectiveness of this Agreement and to establish a common understanding of the operating requirements and how they will be implemented. These meetings shall include a discussion of the following:

a. whether this Agreement is working in a satisfactory manner;

b. compliance or acts of noncompliance with this Agreement, the NISPOM, including the Insider Threat Program,[12] the Company's overall cybersecurity and security posture, or other applicable laws and regulations;

c. necessary guidance or assistance regarding problems or impediments associated with the practical application or utility of this Agreement; and

d. whether security controls, practices or procedures warrant adjustments.

[12] As referenced in this Agreement, the "Insider Threat Program" is the Company's formal program established in accordance with NISPOM Change 2 pursuant to Executive Order 13857.

11.02. The President of the Company and the Chairman of the GSC shall jointly submit to DCSA one year[13] from the Effective Date of this Agreement and annually thereafter an implementation and compliance report. Such report shall include the following information:

a. a detailed description of the manner in which the Company is carrying out its obligation under this Agreement;

b. changes to security procedures and cybersecurity controls, implemented or proposed, and the reasons for those changes;

c. a detailed description of any acts of noncompliance, whether inadvertent or intentional, to include actions or behaviors as defined within the Company's plan established for the Insider Threat Program, with a discussion of what steps were taken to prevent such acts from occurring in the future;

d. any changes or impending changes, to any of the Company's management including reasons for such changes;

e. any changes or impending changes in the organizational structure or ownership, including any acquisitions, mergers or divestitures;

f. a statement, as appropriate, that a review of the records concerning all visits and communications between representatives of the Company and its subsidiaries and the Affiliated Group have been accomplished and the records are in order;

g. a detailed chronological summary of all transfers of classified or controlled unclassified information ("CUI"), if any, from the Company or its subsidiaries to the Affiliated Group, excluding transfers between the Company and its subsidiaries and transfers between subsidiaries of the Company or, in the sole discretion of the GSC, transfers of CUI that are not subject to US export regulatory control. This report shall include the name of the recipient end-user, the date of the export, method of shipment/transmission and reference to the U.S. Government export authorization or approved export licenses covering the reporting period. The report shall also include a more detailed and specific description of all export activities (hardware, technical data, and defense services) involving classified exports (i.e., under a DSP-85 license), including a detailed description of all services performed (e.g. technical assistance or interchanges among engineers) and all technical data exported or disclosed; and

h. any other issues that could have a bearing on the effectiveness or implementation of this Agreement.

Such report shall be accompanied by a certificate of the Corporate Secretary of the Company that each of the representations and warranties in Article I of this Agreement and in each document delivered in connection herewith are true and correct on the date that each report required by this Section 11.02 is delivered to DCSA along with any updated schedules and attachments necessary to provide such certification.

[13] See Section 5.05(c).

ARTICLE XII - Duty to Report Violations of this Agreement

12.01. The Parties to this Agreement agree to report promptly to DCSA all instances in which the terms and obligations of this Agreement may have been violated.

CONTACTS AND VISITS

ARTICLE XIII - Regulated Meetings, Visits and Communications

13.01. The Parties to this Agreement hereby agree to abide by the following procedures regarding meetings, visits, and communications between the Company and its divisions and subsidiaries excluding in all respects, Excluded Subsidiaries (which shall for the purposes of this Section 13.01 be considered as Affiliates), and the Affiliated Group.

a. While meetings may be held more frequently if a majority of the Proxy Holders agree, the Proxy Holders shall schedule a meeting at least four times each year and shall invite representatives of Leonardo US and/or Leonardo. For any such meetings to be attended by Leonardo US or Leonardo representatives, the Proxy Holders shall approve a written agenda and forward a copy to DCSA. Classified and controlled unclassified information shall not be disclosed to Leonardo US or Leonardo except as specifically authorized by applicable law or regulation. Suggestions or requests of Leonardo US or the Leonardo representatives present at these meetings shall not be binding on the Proxy Holders or the Company. Minutes of meetings in which Leonardo US or Leonardo representatives are in attendance shall be prepared and retained by the GSC for review by DCSA. Both the agenda and minutes must clearly identify as such any matters not described in Section 9.03 of this Agreement.

b. All proposed visits[14] to the Company and its subsidiaries by any person who represents the Affiliated Group (including all of the directors, officers, employees, representatives, and agents of each) and all proposed visits to the Affiliated Group by any person who represents the Company or its subsidiaries (including all managers, directors, officers, employees, representatives, and agents of each) as well as visits between such persons at other locations, must be approved in advance by a Proxy Holder, of which there shall be at least two, designated to act on such requests. In the case of Routine Business Visits, the FSO may approve or disapprove the request on behalf of the Proxy Holders as directed by the GSC. For Routine Business Visits described in Section 13.02 below, the FSO may approve, in advance, all visits described in Section 13.02 for a specified period of time up to 180 days.[15] All requests for approval shall be submitted in writing to the Company's FSO for routing to the designated Proxy Holder. Although strictly social contacts at other locations between the Company's personnel and individuals representing the Affiliates are not prohibited, written reports of such visits must

[14] As used in this Agreement, the term "visits" includes in-person meetings at any location within or outside the United States, including but not limited to, any facility owned or operated by the Company or any of the Affiliated Group. The GSC may define certain types of teleconferences and videoconferences as "visits" in a manner consistent with the Company's DCSA approved ECP.

[15] A Proxy Holder shall approve all Routine Business Visits during any period when the Company is operating under a DCSA security rating of less than Satisfactory.

be submitted after the fact to the FSO for filing with, and review by, the designated Proxy Holder.

c. A written request for approval of a visit must be submitted to the FSO prior to the date of the proposed visit. The GSC will establish in the Company's visitation procedures reasonable standards for the Company in connection with the lead times required for requests and notifications required under this Section. If a written request cannot be accomplished within the GSC-approved timeframe because of an unforeseen exigency, the request may be promptly communicated to the FSO and immediately confirmed in writing; however, the FSO may refuse to accept any request submitted with less than the required advance notice if the FSO determines that there is insufficient time to consider the request. The GSC shall determine what constitutes an unforeseen exigency for these purposes. The exact purpose and justification for the visit must be set forth in detail sufficient to make a reasonable and prudent evaluation of the proposed visit. Each proposed visit must be individually justified, and a separate approval request must be submitted for each. Representatives of the DoD shall have the right to be present and to monitor all visits described in Section 13.01.b. above, no matter where they occur.

d. Upon receipt of a written request for approval of a visit, other than a Routine Business Visit, the FSO will promptly relay the information to the designated Proxy Holder, who, as soon as possible after being so advised, will approve or disapprove the request telephonically or by other expeditious means followed by prompt confirmation of such approval or disapproval. The GSC shall review periodically the records of any proposed and consummated visits that have occurred since the last review to ensure proper adherence to approved procedures and to verify that sufficient and proper justification was furnished.

e. No approvals shall be required for visits to the Company and its subsidiaries by any person who represents a mitigated Affiliated Group company operating under a proxy agreement approved by DCSA. So long as the scope of interaction for a meeting is appropriate to the level of classification (i.e., classified at the Secret level with no proscribed information involved), no approvals shall be required for visits to the Company and its subsidiaries by any person who represents a mitigated Affiliate Group company operating under a Special Security Agreement (SSA) approved by DCSA.

f. Uncleared commercial businesses or entities of the Company, as well as any members of the Affiliated Group operating under a proxy or SSA, may be designated as Excluded Subsidiaries.

13.02. Routine Business Visits. Routine Business Visits are those that: (i) are made by persons other than key management personnel, (ii) do not involve the transfer or receipt of classified information, (iii) either do not involve export-controlled information, or involve the approved transfer of export-controlled information under a proper license or authorization, (iv) do not relate to activities bearing upon the Company's performance of its classified contracts,

and (v) pertain only to the commercial aspects of the Company's business. Routine Business Visits may include:

a. *Financial Performance and Securities Law Compliance*. Visits for the purpose of discussing or reviewing such commercial subjects, as more specifically described in 13.03 below, to include the following: company performance versus plans or budgets; inventory; accounts receivable; accounting and financial controls; implementation of business plans and technical development programs; and fiscal, financial, compliance or legal matters; including those necessary for compliance with the requirements of any foreign or domestic governmental authority responsible for regulating or administering the public issuance of, or transactions involving, stocks and securities;

b. *Arm's Length Business*. Visits of the kind made by commercial suppliers regarding the solicitation of orders, the quotation of prices, or the provision of products and services on a commercial basis. Cooperative commercial arrangements such as contracts, subcontracts, joint ventures, partnerships, and teaming arrangements require approval in accordance with Section 5.09 above, but once approved, each subsequent supporting visit may be treated as a Routine Business Visit;

c. *U.S. Government Export Control Compliance*. Visits necessary for compliance with the import or export regulations of U.S. departments or agencies, including but not limited to the Departments of Defense, Commerce, State, and Treasury; and

d. *Affiliated Operations*. Visits relating to an approved Affiliated Operations service in accordance with Section 5.09 above.

13.03. Information Related to Financial Reporting and Compliance. Nothing in this Agreement shall be construed to prevent the Company from supplying to Leonardo US or Leonardo financial data relating to the financial condition and financial operations of the Company or any of its subsidiaries. The Company shall also respond under oversight of the Proxy Holders to questions that Leonardo US or Leonardo may have concerning information contained in such reports. The Proxy Holders, Leonardo US and Leonardo may engage in discussions to determine the format of such reporting provided that the format must be acceptable to the Proxy Holders in consultation with DCSA. Financial data relating to the financial condition and financial operations of the Company, includes the following:

(i) Management performance reviews,

(ii) Budget planning and execution;

(iii) Quarterly, and when appropriate and requested by Leonardo US, monthly or other interim, reporting and analysis of the performance and expectations of each segment and line of business of the Company;

(iv) Material investing and financing decisions;

(v) Dividend policy and declaration;

(vi) Determination of appropriate level of reserves to account for material legal and program risk;

(vii) Audit and compliance matters;

(viii) Internal controls over financial reporting pursuant to regulations governing Leonardo as a publicly traded company; and

(ix) Accounting standards and financial reporting that varies from International Financial Reporting Standards (IFRS) as endorsed by the EU and interpreted in the Leonardo IFRS Accounting Manual.

13.04. Chronological files of all documentation associated with meetings, visitations and communications, together with appropriate approvals or disapprovals and reports, required pursuant to this Article XIII, shall be maintained by the GSC for review by DCSA.

ARTICLE XIV - DoD Remedies

14.01. The DoD reserves the right to impose any security safeguard not expressly contained in this Agreement that it believes is necessary to ensure that unauthorized access by the Affiliated Group to classified and controlled unclassified information is effectively precluded.

14.02. Nothing contained in this Agreement shall limit or affect the authority of the head of a United States Government agency[16] to deny or revoke the Company's access to classified and controlled unclassified information under its jurisdiction if it is determined by the User Agency that the national security so requires.

14.03. The Parties hereby assent and agree that the United States Government has the right, obligation and authority to require any or all of the following remedies in the event of a material breach of this Agreement:

a. The novation of the Company's classified contracts to a company not under FOCI. The costs of the novation to a qualified successor-in-interest will be borne by the Company;

b. The termination of the Company's classified contracts and the denial of new classified contracts for the Company;

c. The revocation of the Company's facility security clearance; and

d. The suspension and/or debarment of the Company from participation in all Federal Government contracts in accordance with the provisions of the Federal Acquisition Regulation.

[16] The term "agency" has the meaning provided at 5 United States Code 552(f).

14.04. Nothing in this Agreement limits the right of the United States Government to pursue criminal sanctions against the Company or any member of the Affiliated Group, or any manager, director, officer, employee, representative, or agent of any of these companies, for violations of the criminal laws of the United States in connection with their performance of any of the obligations imposed by this Agreement, including but not limited to any violations of 18 U.S.C. 287, or of federal criminal statutes pertaining to the unauthorized disclosure of classified information.

ADMINISTRATION

ARTICLE XV - Grant of Proxy, Restrictive Legend and Sale of the Leonardo US Shares

15.01. Leonardo US hereby appoints the Proxy Holders as its proxies, to have all rights, powers and authority to exercise all voting rights with respect to the Leonardo US Shares, subject to the terms and conditions set forth in this Agreement.

15.02. It is the essence of this Agreement that none of the rights, powers and authority which this Agreement confers on the Proxy Holders may be terminated at any time or in any manner other than as provided in this Agreement.

15.03. Concurrent with the execution and delivery of this Agreement, Leonardo US shall annotate any certificates representing the Leonardo US Shares with the legend set out below to reflect that the Leonardo US Shares are subject to a proxy which is terminable only at such time or times, and in such manners, as are provided in this Agreement:

> The Leonardo US shares represented by this certificate are subject to a Proxy Agreement dated_____, as amended and restated, under which Leonardo US Holding, Inc. has granted to the Proxy Holders named therein, and to their successors, those voting rights with respect to its shares in the Company represented hereby that are set forth in said agreement, which rights are terminable only at such time or times, and in such manner as are provided in said agreement. The purpose of said Proxy Agreement is to meet the requirements of the Department of Defense so that the facility security clearances of the Company will be continued.

15.04. Any certificates representing the Leonardo US Shares shall be deposited with the Proxy Holders at their office in trust for Leonardo US and available for review by DCSA and Leonardo US. Receipts for such certificates shall be provided to Leonardo US.

15.05. If any additional Shares are issued to or acquired by Leonardo US, it shall be a condition of such issuance that Leonardo US execute a supplemental Proxy Agreement, containing the same terms and conditions as set forth in this Agreement, appointing the Proxy Holders as its proxies to exercise all voting rights with respect to such Leonardo US Shares; and the certificates for such Leonardo US Shares shall be annotated in the same manner as provided in Section 15.03 above.

15.06. Nothing in this Agreement shall restrict the right of Leonardo US or any successor owner of the Leonardo US Shares (or any owners of future Shares issued by the Company) from selling, transferring, pledging or otherwise encumbering, all or a portion thereof, subject to the terms and conditions of this Agreement, as appropriate, and the aforementioned restrictive legend shall not purport nor be construed to limit any owner's ability to effect any such sale, transfer or encumbrance. The restrictive legend shall be removed from any Leonardo US Shares offered and sold in a public offering registered with the U.S. Securities and Exchange Commission. However, DCSA shall be timely advised in writing of any proposed sale, transfer or encumbrance of any Leonardo US Shares prior to the execution of any agreement causing such sale, transfer or encumbrance; timeliness of notification being of the essence of this agreed provision. If an agreement involves a foreign interest and factors not related to ownership are present, DCSA reserves the right to impose positive measures that would assure that the foreign interest can be effectively mitigated and cannot otherwise adversely affect performance on classified contracts. Conversely, the Proxy Holders shall not have the power to sell or otherwise transfer or pledge or otherwise encumber the Leonardo US Shares.

ARTICLE XVI - Dividends

16.01. During the term of this Agreement, Leonardo US, or its successor, shall be entitled from time to time to receive from the Proxy Holders payments equal to the cash dividends, if any, collected by or for the account of the Proxy Holders upon the Leonardo US Shares. The Proxy Holders, in their capacity as Directors, shall have authority to vote to declare or to suspend dividends in accord with the Company's bylaws and consistent with Section 8.05 and 13.03 after prior consultation with Leonardo US.

16.02. In the event the Proxy Holders receive any Shares as a dividend upon the Leonardo US Shares, the Proxy Holders shall accept such additional ownership interest in the Company for the account of Leonardo US.

ARTICLE XVII - Notices

17.01. All notices required or permitted to be given to the Parties to this Agreement shall be given by mailing the same in a sealed, post-paid envelope, via registered or certified

mail, or sending the same by courier or facsimile, addressed to the addresses shown below, or to such other addresses as the Parties may designate from time to time pursuant to this section:

Leonardo DRS, Inc.
EVP, General Counsel & Secretary
2345 Crystal Drive, Suite 1000
Arlington, VA 22202

Leonardo US Holding, Inc.
VP, Legal and Corporate Affairs
1235 South Clark Street, Suite 700
Arlington, VA 22002

Leonardo- Società per azioni
Group General Counsel – EVP Legal, Corporate Affairs, Compliance & Anticorruption
Piazza Monte Grappa, 4
00195 Roma
Italy

Defense Counterintelligence and Security Agency
Director, Industrial Security Policy and Programs
27130 Telegraph Rd.
Quantico, VA 22134

ARTICLE XVIII - Inconsistencies with Other Documents

18.01. In the event that any resolution, regulation or bylaw of any of the Parties to this Agreement is found to be inconsistent with any provisions hereof, the terms of this Agreement shall control.

ARTICLE XIX - Governing Law; Construction

19.01. This Agreement shall be construed so as to comply with all applicable United States laws, regulations, and Executive Orders except that, to the extent not inconsistent with the right of the United States hereunder, the laws of the State of Delaware shall apply to questions concerning the rights, powers, and duties of the Company and the Affiliates under, or by virtue of, this Agreement.

19.02. In all instances consistent with the context, nouns and pronouns of any gender shall be construed to include the other gender.

ARTICLE XX - Termination, Amendment and Interpretations of this Agreement

20.01. Unless it is terminated earlier under the provisions of Section 20.02, this Agreement shall expire five (5) years from the Effective Date without any action being required of any of the Parties to this Agreement. However, if Leonardo US and the Company together request that DCSA continue this Agreement past the expiration date, DCSA may extend the term of this Agreement while a new agreement is being negotiated. Any request to extend the term of this Agreement made under this Section shall be submitted to DCSA no later than ninety (90) days prior to the expiration date of this Agreement.

20.02. This Agreement may only be terminated by DCSA as follows:

a. when the existence of this Agreement is no longer necessary to maintain a facility security clearance for the Company;

b. when the continuation of a facility security clearance for the Company is no longer necessary;

c. when there has been a breach of this Agreement that requires it to be terminated; or when DCSA otherwise determines that termination is necessary for national security; or

d. when Leonardo US and the Company for any reason and at any time, petition DCSA to terminate this Agreement; however, DCSA has the right to receive full disclosure of the reason or reasons therefor, and has the right to determine, in its sole discretion, whether such petition should be granted.

20.03. This Agreement shall be automatically terminated in the event of the sale of the business or all of the Leonardo US Shares to a person or entity that is not ultimately controlled by Leonardo, the occurrence of which shall be determined in accordance with Section 20.08 below, or in the event Leonardo US holds less than 50% of all outstanding Shares in the Company and DCSA determines the FOCI mitigation measures set forth herein are no longer necessary.

20.04. If DCSA determines that this Agreement should be terminated for any reason, DCSA shall provide the Company and Leonardo US with thirty (30) days' written advance notice of its intent and the reasons therefor.

20.05. DCSA may only refuse to terminate this Agreement when continuance is necessary in the interest of the national security of the United States.

20.06. This Agreement may be amended by an agreement in writing executed by all parties.

20.07. The Proxy Holders are authorized to consult with Leonardo US concerning any proposed amendments to, or termination of this Agreement. Documentation concerning such consultations shall be prepared and retained by the Proxy Holders for review by DCSA.

20.08. The Parties to this Agreement agree that, with respect to any questions concerning interpretations of this Agreement, or whether a proposed activity is permitted hereunder, shall be referred to DCSA and the DoD shall serve as final arbiter/interpreter of such matters.

ARTICLE XXI - Actions Upon Termination of this Agreement

21.01. Upon termination of this Agreement in any manner as above provided, the restrictive legend affixed to any certificates representing Leonardo US's ownership interest in the Company will be removed.

21.02. DCSA shall furnish the Company and Leonardo US with written notice of the termination of this Agreement.

21.03. Upon termination of this Agreement, all further obligations or duties of the Proxy Holders under this Agreement shall cease.

ARTICLE XXII - Place of Filing

22.01. Upon execution and until the termination of this Agreement, one original counterpart shall be filed at the principal office of the Company, located in Arlington, VA.

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EXECUTION

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. All Parties to this Agreement are entitled to retain an executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement which shall not become effective until duly executed by the DoD.

LEONARDO DRS, INC.

By: _____
Name: William J. Lynn III
Title: Chief Executive Officer

LEONARDO US HOLDING, INC.

By: _____
Name: Christopher T. Slack
Title: President

LEONARDO – SOCIETÀ PER AZIONI

By: _____
Name:
Title:

PROXY HOLDERS:

David W. Carey

Kenneth J. Krieg

Peter A. Marino

Philip A. Odeen

Frances F. Townsend

DEFENSE COUNTERINTELIGENCE AND SECURITY AGENCY,
US DEPARTMENT OF DEFENSE

By: _____
Name:
Title:

Effective Date: _____
(Date of DCSA Signature)

Exhibit 10.3

January 5, 2021
Mr. Christopher A. Forrest
Acting Assistant Director, Entity Vetting
27130 Telegraph Rd.
Quantico, VA 22134

Re: *Leonardo DRS, Inc. -- Commitment to Mitigate Foreign Ownership, Control or Influence*

Mr. Forrest:

This letter (the "Commitment Letter") constitutes and sets forth the terms and conditions of the commitment of Leonardo DRS, Inc. (the "Company"), Leonardo US Holding, Inc., a Delaware corporation (the "Shareholder"), and Leonardo – Società per azioni, an Italian società per azioni (the "Ultimate Foreign Parent" and, together with the Company and the Shareholder, the "Parties") to mitigate foreign ownership, control or influence ("FOCI") that is or is expected to be attributable to the continued foreign beneficial interest in the Company. All capitalized terms used herein and not otherwise defined have their respective meanings set forth in the proposed amended and restated proxy agreement ("Proposed Agreement"), attached as Annex A to this letter.

The Parties understand that the National Industrial Security Program Operating Manual ("NISPOM"), DoD 5220.22-M, requires that a company maintaining a Facility Security Clearance be effectively insulated from FOCI and any company under FOCI is not normally authorized to have access to Classified Information. Accordingly, in connection with the Transaction (described below), the Parties are adopting, and the Defense Counterintelligence and Security Agency ("DCSA") by its signature on this letter confirms that it is willing to accept, the following proposed measures to effectively mitigate FOCI arising from the Shareholder's ownership interest in the Company:

(i) an amended and restated proxy agreement (the "Agreement") identical in all material respects to the Proposed Agreement;

(ii) the Current Proxy Holders (as defined in Section 6(b) below) to continue to serve as Proxy Holders, as that term is defined in the Proposed Agreement and subject to the other terms and conditions described herein;

(iii) operation in accordance with the Proposed Agreement; and

(iv) any other terms or conditions as DCSA may choose to require as necessary for the United States to protect itself against the unauthorized disclosure of information relating to the national security.

1. Parties: (a) the Company;

(b) the Shareholder; and

(c) the Ultimate Foreign Parent.

For purposes of this Commitment Letter, the term "Affiliates" includes the Shareholder, the Ultimate Foreign Parent and each entity except the Company that is controlled by, is under common control with, or controls either the Shareholder or the Ultimate Foreign Parent.

2. Transaction: The Shareholder owns all of the issued and outstanding shares of the Company (the "Shares"); the Ultimate Foreign Parent owns all of the issued and outstanding shares of the Shareholder; the Government of Italy, through the Ministry of the Economy and Finance, directly owns approximately 30 percent of the shares of Ultimate Foreign Parent; and the remainder of Ultimate Foreign Parent's shares are publicly traded on the Milan Stock Exchange and are widely held. The Company currently operates under a proxy agreement, dated as of October 26, 2017 (the "2017 Proxy Agreement"), attached as Annex B, including the Technology Control Plan attached as Exhibit H thereto (the "2017 Technology Control Plan"), previously approved by DCSA. The Company and the Shareholder are considering conducting an initial public offering of the Shares (the "IPO") registered with the Securities and Exchange Commission ("SEC") and listed on a national securities exchange. Following the IPO, the Shareholder will continue to own a majority of the Shares.

3. Contracts: The Company provides defense technologies, systems and solutions, including electro-optical sensor technologies, laser systems, electronic warfare systems, intelligence and surveillance solutions, network computing, global satellite communications, and force protection, integrated mission equipment, power and propulsion, and transportation and logistics products and systems to agencies of the U.S. Government. The Company is currently performing on a number of classified contracts as a contractor or a sub-contractor and will make such contracts available to DCSA upon request.

4. Cleared Facilities: The Company operates 25 cleared facilities. Specific information for each facility, including address, facility clearance level, CAGE Code and most recent security rating will be provided to DCSA upon request.

5. EAR and ITAR: The Company has access to and/or designs/manufactures defense articles and provides defense services as those terms are defined under the International Traffic in Arms Regulation ("ITAR"). In light of the above, the Company agrees to continue to undertake certain technology control measures, as detailed in the 2017 Technology Control Plan attached as Exhibit H to Annex B, to ensure that no controlled unclassified information is intentionally or inadvertently transferred to

any foreign parent, individual or entity, in violation of U.S. export laws and regulations.

6. FOCI Mitigation: (a) The Parties have proposed implementing a FOCI mitigation plan that conforms to U.S. Government industrial security policy in light of the foreign ownership and applicable FOCI factors outlined in Paragraph 2-301 of the NISPOM. The terms and conditions of the FOCI mitigation plan shall be set forth in the Agreement, which as noted above, shall be identical in all material respects to the Proposed Agreement attached as Annex A and shall include such other terms and conditions as are mutually agreed to among the Parties and DoD.

(b) The Company and the Shareholder jointly propose to maintain as Proxy Holders the five U.S. citizens currently serving as Proxy Holders under the 2017 Proxy Agreement and any successor Proxy Holder as determined in accordance with the Proposed Agreement. Each of the Current Proxy Holders have previously been deemed acceptable to DCSA and to have met the qualification standards set forth in Paragraph 2-305 of the NISPOM (the "Current Proxy Holders"). For each Current Proxy Holder, the Company has provided his/her name in the attached Annex C, and will provide his/her address, telephone, fax number, email address, resume and answers to the DCSA director questionnaire to DCSA upon request.

(c) The Shareholder and the Company agree that the Company shall operate under the Proposed Agreement from the date of this Commitment Letter, which will continue to deny the Affiliates unauthorized access to Classified Information and Controlled Unclassified Information prior to the Effective Date of the Agreement. Additionally, the Company agrees not to share any products, services or physical locations with any of the Affiliates unless approved in advance by DCSA.

7. Other Conditions: (a) DCSA and the Parties shall continue expeditiously and in good faith to negotiate an amended and restated proxy agreement based upon the terms of the Proposed Agreement. Nothing herein, however, shall restrict DCSA's authority to invalidate and/or terminate the Company's existing facility clearance during these negotiations if DCSA determines such action to be in the national interest.

(b) In addition to the FOCI mitigation measures outlined above, the Parties agree that during the term of this Commitment Letter, the Affiliates shall not have: (i) any influence or control over the Company's management in a manner that could result in the compromise of classified information or controlled unclassified information or that

could adversely affect the Company's performance on classified contracts, to include specifically influence or control over the acquisition of property or other assets developed or acquired for the performance of the Company's classified contracts; (ii) access to unclassified information, including business processes or other procedures in addition to any sensitive U.S. Government information, developed or obtained in connection with the performance of the Company's classified contracts and/or where access to unclassified information could reveal the scope and methods employed to perform the Company's classified contracts; or (iii) access to the identity of the contracting government agency or the existence of the contract itself if that information is classified. The Affiliates may obtain sanitized financial information not identifying, whether directly or indirectly, the government agency or specific contract expenditures.

(c) Upon the Effective Date of the Agreement, DCSA personnel with responsibility for the Company's facility clearance will be promptly notified that the Company's FOCI is effectively mitigated pursuant to Paragraph 2-300(c) of the NISPOM. Prior to the Effective Date, the Agreement and all other documents, instruments and approvals required by the Agreement shall have been delivered in form and substance satisfactory to DCSA.

8. Basic Disclosures: In connection with this Commitment Letter, the Company has provided DCSA with the following information which it certifies is true and complete to the best of its knowledge as of the date of this letter:

(a) Draft Certificates Pertaining to Foreign Interests ("Standard Form 328s" or "SF 328s") to reflect anticipated circumstances pending final certificates due upon the Effective Date of the Agreement. SF 328s should have been provided for the Company, as the highest cleared company in the chain of ownership as well as the Shareholder, as the ultimate un-cleared U.S. parent company.

(b) A list of Key Management Personnel ("KMP") of the Company including the name of each officer and director as well as a listing of each Current Proxy Holder.

(c) An organizational chart reflecting the anticipated corporate structure following the IPO.

(d) A copy of the current Contract Security Classification Specifications ("DD Form 254s") issued to the Company.

(e) A statement as to whether the Company intends to be located with or near to any Affiliate, and including, as appropriate, a floor plan or map describing the companies' relative locations.

(f) A statement as to whether representatives of any Affiliate intend to occupy space inside the facilities of the Company, and including, as appropriate, a floor plan depicting where those individuals will be located.

(g) A statement as to whether any Affiliate intends to provide any administrative support or services to the Company.

(h) A statement as to whether the Company intends to use software products manufactured by any Affiliate in the performance of the classified contract(s); and

(i) A statement identifying foreign government owners of the Affiliates, and as appropriate, written documentation describing any rights held by the foreign government.

9. Termination: (a) This Commitment Letter shall terminate upon the earlier of (1) the Effective Date of the Agreement; and (2) the date on which the Company, the Shareholder and the Ultimate Foreign Parent notify DCSA that they no longer intend to proceed with the IPO (in which case the 2017 Proxy Agreement will remain in full force and effect).

(b) If for any reason the Company fails to deliver signed copies of the Agreement to DCSA (within sixty (60) days following the effective date of the IPO or DCSA's acceptance of the Agreement, whichever is later, this Commitment Letter will terminate.

(c) Notwithstanding the above, by written notice to the Company, DCSA may terminate its acceptance hereunder at any time if, in DCSA's reasonable judgment: (i) the Company or any of the Affiliates is unlikely to be able or willing to perform its obligations under the Agreement or this Commitment Letter; (ii) if DCSA becomes aware of any material misstatement either in this Commitment Letter or any disclosures previously submitted, or (iii) if U.S. national security otherwise requires such termination.

10. Extension: The Parties shall use their best efforts to complete negotiations of the Agreement as soon as possible and prior to the termination of this Commitment Letter. Extension of the term of this Commitment Letter shall be at DCSA's sole discretion.

11. Counterparts: This Commitment Letter may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

12. Governing Law: This Commitment Letter shall be construed so as to comply with all applicable United States laws, regulations, and Executive Orders except that, to the extent not inconsistent with the right of the United States hereunder, the laws of the State of Delaware shall apply to questions concerning the rights, powers, and duties of the Parties under, or by virtue of, this Commitment Letter.

If the foregoing correctly sets forth our understandings and agreement, please confirm your acceptance thereof by: (i) signing and returning to the Company an executed counterpart of this Commitment Letter, (ii) notifying the Company of your approval or disapproval regarding the Company's continuance of the Current Proxy Holders, and (iii) contacting the Company to schedule the Meeting Date. This Commitment Letter shall constitute an agreement between us and DoD effective and binding on each of the Parties as of the Acceptance Date (as defined below).

Very truly yours,

LEONARDO DRS, INC.

By:	/s/ William J. Lynn III
Name:	William J. Lynn III
Title:	President and Chief Executive Officer

LEONARDO US HOLDING, INC.

By:	/s/ Christopher T. Slack
Name:	Christopher T. Slack
Title:	President

LEONARDO - SOCIETÀ PER AZIONI

By:	/s/ Alessandro Profumo
Name:	Alessandro Profumo
Title:	Chief Executive Officer

ACCEPTED AND AGREED TO THIS

26th **DAY OF** February 2021 (the “Acceptance Date”):

/s/ Chistopher A. Forrest Christopher A. Forrest
Acting Assistant Director, Entity Vetting
Defense Counterintelligence and Security Agency
FOR THE DEPARTMENT OF DEFENSE

TRADEMARK AND TRADENAME LICENSE AGREEMENT

between

LEONARDO S.p.a.

and

LEONARDO DRS, INC.

This Trademark and Tradename License Agreement (the “Agreement”) is made as of January 1st, 2021 by and between

LEONARDO S.p.a., a company incorporated under the laws of Italy as a S*ocietà per Azioni* (hereinafter referred to as “Leonardo” or as "LICENSOR"),

and

Leonardo DRS, Inc., a Delaware corporation (hereinafter referred to as "LICENSEE").

WHEREAS LICENSOR owns the trademark "Leonardo" and the figurative trademark "Propeller”, hereinafter collectively referred to as the “LICENSED MARKS”, filed and/or registered in the Countries listed in the Attachment 1 (the “TERRITORY”) and for products and services listed in the Attachment 2 (the “PRODUCTS”);

WHEREAS LICENSEE wishes to retain the right to use the LICENSED MARKS as part of its company name and tradename and in connection with the PRODUCTS and with any and all of its current or future business activities (collectively, the “DRS BUSINESS”);

WHEREAS LICENSOR is willing to grant the aforementioned rights to use the LICENSED MARKS upon the terms and conditions hereinafter set forth;

NOW THEREFORE, it is agreed as follows:

ARTICLE 1 - GRANT OF LICENSE

LICENSOR hereby grants LICENSEE with the right to use and display the LICENSED MARKS:

– as part of its company name and tradename, including in the following manner “LEONARDO DRS, INC.”, and “LEONARDO DRS”; and

– in connection with the conduct of the DRS BUSINESS, as now or hereafter conducted, including PRODUCTS and LICENSEE’s future products (“FUTURE PRODUCTS”), advertising, promotional material or signage, email addresses, business cards, invoices, domain names, correspondence, social media accounts and other branding material.

The rights granted under this Article are non-exclusive, non-assignable, irrevocable (except as set forth in Article 8) and limited to the TERRITORY.

ARTICLE 2 - SUBLICENSE

LICENSEE may sublicense the use of the LICENSED MARKS only to its subsidiaries, consultants and representatives, however subject to the following undertakings.

LICENSEE shall ensure that any sub-licensee that receives the right to use the LICENSED MARKS from the LICENSEE will comply with the terms and conditions under this Agreement.

Notwithstanding the above provision, LICENSEE shall be liable to LICENSOR for any breach of the Agreement caused by any sub-licensee that has received the right to use the LICENSED MARKS from LICENSEE.

For the purpose of this Agreement, “subsidiaries” mean each entity that LICENSEE directly or indirectly controls through the power (including jointly with one or more other entities) to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

ARTICLE 3 - ROYALTY

Within 15 days following the end of each calendar year during the Term (as defined in Article 8), LICENSEE agrees to pay LICENSOR an annual fee of Fifty Thousand U.S. Dollars ($50,000) as royalty (“Royalty”), subject to withholding of any taxes required by applicable law, such Royalty to be pro-rated for any partial calendar year during the Term. The parties agree that at the end of the first year of the Term they will discuss the amount of the Royalty and whether it should be adjusted.

ARTICLE 4 - QUALITY OF LICENSED PRODUCTS

LICENSEE shall establish and maintain standards of quality for the PRODUCTS upon which the LICENSED MARKS shall be used and such standards shall be acceptable to LICENSOR, such approval not to be unreasonably withheld. The parties agree that use and display in a manner that is of at least substantially the same standard of quality, appearance, service and other standards that were observed by LICENSEE during the twelve-month period prior to the effective date of this Agreement will be acceptable to LICENSOR.

Upon request of LICENSOR and to the extent possible, LICENSEE shall make available from time to time to LICENSOR, at LICENSOR’s expense, certain samples that LICENSOR may reasonably request to determine if LICENSEE is fulfilling the above obligation.

ARTICLE 5 - INFRINGEMENT

LICENSEE agrees to promptly notify LICENSOR of any material infringement of the LICENSED MARKS by a third party of which it is aware. LICENSOR will have the sole and exclusive right and option to engage in infringement or unfair competition proceedings involving the LICENSED MARKS.

LICENSOR will bear the expense of any prosecution or defense of such action, including attorneys’ fees.

LICENSEE may notify LICENSOR and request that LICENSOR take action against such third party. LICENSOR shall consider such request in good faith, taking into account the impact of such infringement or unauthorized use on the business of LICENSEE and its subsidiaries.

Should legal proceedings be initiated before any court, the parties hereby commit to coordinate, carry out and jointly agree upon any relevant defence strategy, including settlement negotiation, in each case, at LICENSOR's expense.

ARTICLE 6 - MAINTENANCE

The LICENSOR shall pay all renewal fees and take all steps necessary to maintain or renew the LICENSED MARKS.

ARTICLE 7 - INDEMNIFICATION

LICENSEE hereby agrees to indemnify and hold LICENSOR free and harmless from any and all actions, claims, suits, losses, damages, costs, attorney's fees and other expenses, arising out of, or in connection with, the manufacture, assembly, advertising, promotion, offering for sale, sale or distribution of the PRODUCTS and FUTURE PRODUCTS (if any) by LICENSEE, except to the extent that the foregoing is based on the use of the LICENSED MARKS.

LICENSOR hereby agrees to indemnify and hold LICENSEE free and harmless from any and all actions, claims, suits, losses, damages, costs, attorney's fees and other expenses, arising out of, or in connection with any third-party claim alleging that any Indemnifiable Use infringes, misappropriates, dilutes or otherwise violates the intellectual property rights of any third party.

For the purpose of this Agreement, "Indemnifiable Use" means LICENSEE's or any of its permitted sub-licensees' use and display of any LICENSED MARK in accordance with the terms and conditions set forth in this Agreement (i) as part of LICENSEE's corporate name and tradename, (ii) in connection with PRODUCTS as registered in the TERRITORY, or (iii) to the extent there is a LICENSED MARK registered in the class of any FUTURE PRODUCTS, in connection with such FUTURE PRODUCTS in the TERRITORY.

ARTICLE 8 - TERM AND TERMINATION

This Agreement, and the rights granted hereunder, shall continue perpetually unless otherwise terminated pursuant to the events mentioned below (the "Term").

This Agreement and the rights granted hereunder shall terminate without notice upon the occurrence of any of the following events:

a) LICENSOR ceases consolidate the LICENSEE's financial results under IFRS in its consolidated financial statements; or

b) Insolvency or bankruptcy of LICENSEE, or appointment of a receiver, trustee, liquidator or sequestrator of the LICENSEE for any reason; or

c) Failure by LICENSEE to comply with or observe any provision of this Agreement continuing for at least thirty (30) days (unless within said 30 days such party has taken reasonable steps to cure such failure) after the other party has given such party written notice thereof; or

d) Assignment, transfer or attempted assignment or transfer of this Agreement or of any of LICENSEE's rights or obligations hereunder, either by act of the LICENSEE or by operation of law, except as permitted pursuant to Article 12.

Following any termination of this Agreement, LICENSEE and its sub-licensees may continue to use and display the LICENSED MARKS in accordance with this Agreement for a period of 6 (six) months, to the extent reasonably necessary (a) to allow for an orderly transition from the LICENSED MARKS, (b) to conduct business in substantially the same manner as such business was conducted during the Term, or (c) for the filing and receipt of necessary approvals with any domestic, foreign or supranational court, tribunal, arbitral or administrative agency or commission or other governmental authority or instrumentality, or any industry self-regulatory authority ("Governmental Authorities"), provided, however, that for any particular LICENSED MARK as to which any such approvals have not been obtained during such 6-month period, then LICENSEE may request LICENSOR to extend such period for up to 6 (six) additional months and if LICENSEE has provided evidence to LICENSOR that it has undertaken the reasonable best efforts described in the next sentence, then LICENSOR shall consider such request in good faith and will not unreasonably withhold its consent to such request (the "Transition Period"), it being understood that the foregoing shall not apply if the termination occurs under the events sub c) and d) above.

During the Transition Period, LICENSEE and its subsidiaries shall make reasonable efforts to, as promptly as possible, (i) file such necessary approvals with Governmental Authorities and (ii) transition to trademarks other than the LICENSED MARKS or any words or elements that are confusingly similar to any LICENSED MARK. Following the termination of this Agreement and the expiration of the Transition Period, LICENSEE may continue to use the LICENSED MARKS (A) to reference the historical relationship between the LICENSEE and its subsidiaries , on the one hand, and LICENSOR, on the other hand, provided that such reference is factually accurate, (B) in connection with retention of any books, records or other materials for internal, archival purposes only, and (C) to the extent required by applicable law or regulation. Notwithstanding anything to the contrary, nothing in this Agreement shall prohibit any use of the LICENSED MARKS by LICENSEE or its subsidiaries that constitutes a nominative or descriptive fair use under applicable trademark or similar laws.

The above provisions apply to LICENSEE's subsidiaries *mutatis mutandis*.

Articles 7 (solely with respect to claims arising from actions or events that occurred during the Term), 8 and 11 through 19 shall survive any termination of this Agreement.

ARTICLE 9 - MISCELLANEOUS

LICENSEE agrees that any use of the LICENSED MARKS worldwide or in connection with the sale of PRODUCTS shall inure to the benefit of the owner of the relevant trademark and service mark.

Except as set forth in this Agreement, and except for U.S. trademark registration number 5706824 and the Internet domain name leonardodrs.com (the "DRS MARKS"), LICENSEE agrees that it has no right, title, or interest to the LICENSED MARKS or to any registration thereof which may be granted, either in any word or mark similar thereto, whether registered or not.

LICENSEE shall not register or attempt to register as trademarks the LICENSED MARKS or words, marks or signs confusingly similar to any of the LICENSED MARKS, either alone or in combination with any other trademark, word or sign, elsewhere in any country, without the prior written approval of LICENSOR, provided that LICENSEE shall be permitted to retain and renew the DRS MARKS. Should LICENSEE request LICENSOR to file and/or register a LICENSED MARK for a class not listed in Attachment 2 or in a country other than the TERRITORY, LICENSOR shall carry on the relevant filing and registration, provided that LICENSEE shall bear all registration or filing costs for those classes that are of its own interest and benefit, it being understood that once the filing or registration is completed, such applications and/or registrations shall be licensed to LICENSEE pursuant to Article 1.

In the event that any relevant Trademark Office rejects the registration of the LICENSED MARK in the class or in a country requested by the LICENSEE for any reason, the Parties shall decide in good faith how to address said rejection, it being understood that LICENSOR shall not be liable for such rejection.

Notwithstanding the foregoing, LICENSEE may register Internet domain names and create social media handles containing the LICENSED MARKS without LICENSOR's prior written approval but subject to giving prior written notice to the LICENSOR.

LICENSEE agrees that, other than the DRS MARKS, any trademark application or registration or Internet domain name containing the LICENSED MARKS registered or applied for by LICENSEE or its subsidiaries will inure to the benefit of LICENSOR, and agrees to assign and does hereby assign all legal and equitable rights, title and interest in and to any such Internet domain name and/or trademark applications and/or registrations to the LICENSOR. LICENSOR agrees that any such trademark applications and/or registrations and/or Internet domain names shall be deemed LICENSED MARKS and licensed to LICENSEE pursuant to Article 1. LICENSEE further agrees that upon expiration of the Transition Period, it will cease use of the DRS MARKS and will undertake to abandon the DRS MARKS.

ARTICLE 10 - REGISTRATIONS AS REGISTERED USER

In any country where the law requires identifying LICENSEE as Registered User (or similar term) under any registration or application of the LICENSED MARKS, LICENSEE and LICENSOR shall cooperate to fully comply with the local requirements and administrative procedures.

Likewise, LICENSEE and LICENSOR shall cooperate to withdraw from such registration in connection with any termination of this Agreement for any reason.

ARTICLE 11 - NOTICE

Any notice or communication required or contemplated hereunder shall be in writing and shall be effective (a) on the date when personally delivered during normal business hours to the addressee mentioned below at the address mentioned below or (b) on the business day next following the day that such notice or communication shall have been sent by telefax to such address. Until otherwise specified by notice, the addresses for such notice or communication shall be:

For LICENSEE:

Leonardo DRS, Inc.
EVP, General Counsel & Secretary
2345 Crystal Drive, Suite 1000
Arlington, VA 22202

For LICENSOR:

Leonardo SPA
Group General Counsel
Piazza Monte 4
00195 Rome ITALY

ARTICLE 12 - ASSIGNMENT

This Agreement may be assigned by LICENSOR without the consent of LICENSEE, provided that such assignment does not modify, derogate or change the rights granted to LICENSEE hereunder.

Except as otherwise provided in this Agreement, neither this Agreement nor any of the rights, interests or obligations of any party under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by the LICENSEE without the prior written consent of LICENSOR; provided, however, that LICENSEE may assign this agreement, as a whole, to any of its subsidiaries, provided that such subsidiary agrees to be bound by all of the terms, conditions and provisions contained herein, provided further that the above assignment shall not relieve LICENSEE of any of its obligations hereunder arising prior to such assignment unless agreed to by LICENSOR.

Any attempted assignment in violation of this Article 12 shall be void *ab initio*. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their permitted successors and assigns.

ARTICLE 13 -APPLICABLE LAW; JURISDICTION

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to the conflicts of law principles thereof to the extent that such principles would apply the law of another jurisdiction.

ARTICLE 14 - SEVERABILITY

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority of competent jurisdiction to be invalid, void or unenforceable, or the application of such provision, covenant or restriction to any person or any circumstance, is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision, covenant or restriction to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction and the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE 15 - AMENDMENT; WAIVER

Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all parties, or in the case of a waiver, by the party granting the waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

ARTICLE 16 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

ARTICLE 17 - COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

ARTICLE 18 - BANKRUPTCY ASSURANCE

All rights and licenses granted to either party under or pursuant to this Agreement are, for all purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined in the U.S. Bankruptcy Code, and, in the event that a case under the U.S. Bankruptcy Code is commenced by or against a party granting any right or license hereunder, each applicable licensed party will have all of the rights set forth in Section 365(n) of the U.S. Bankruptcy Code to the maximum extent permitted thereby.

ARTICLE 19 - INTERPRETATION

Unless the express context otherwise requires: (a) 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; (b) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa; (c) references herein to a specific Section, subsection or Exhibit shall refer, respectively, to Sections, subsections or Exhibits of this Agreement; (d) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation"; and (e) references herein to any gender includes each other gender.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives in two (2) original counterparts.

LEONARDO S.p.a.	LEONARDO DRS INC.
Date_____	Date_____
Name: A. Parrella/S. Amoroso	Name
Title:	Title: