UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 22, 2022

LEONARDO DRS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**333-266494**	**13-2632319**
(State of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification Number)**

2345 Crystal Drive
Suite 1000
Arlington, Virginia 22202
(Address of principal executive offices)

(703) 416-8000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of class	Trading Symbol	Name of each exchange on which registered
Common Stock, $0.01 par value	DRS	The Nasdaq Stock Market LLC

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

Emerging growth company ☐

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

Explanatory Note.

On November 28, 2022, Leonardo DRS, Inc., a Delaware corporation (the "Company"), completed the previously announced acquisition of RADA Electronic Industries Ltd, a company organized under the laws of Israel ("RADA"), pursuant to the Agreement and Plan of Merger, dated as of June 21, 2022, as amended (the "Merger Agreement"), by and among the Company, Blackstart Ltd, a wholly owned subsidiary of the Company organized under the laws of Israel ("Merger Sub"), and RADA. In accordance with the terms of the Merger Agreement, Merger Sub merged with and into RADA (the "Merger"), with RADA continuing as the surviving company of the Merger and as a wholly owned subsidiary of the Company.

At the effective time of the Merger (the "Effective Time"), each ordinary share of RADA, par value NIS 0.03 per share (the "RADA Ordinary Shares") issued and outstanding (other than: (i) shares held by the Company or Merger Sub and (ii) shares held by any direct or indirect subsidiary of the Company or RADA) (the "Eligible Shares") was converted into, and became exchangeable for one (the "Exchange Ratio") share of common stock of the Company, par value $0.01 per share (the "Company Common Stock"). Prior to the Effective Time, the shares of Company Common Stock held by US Holding (as defined below) were split (the "Stock Split"), as further described in this Current Report, such that, immediately following the Effective Time and the issuance of the shares of Company Common Stock to holders of RADA Ordinary Shares and the treatment of options to purchase RADA Ordinary Shares ("RADA Options") as described in the following paragraph: (a) US Holding holds 80.5% of the issued and outstanding shares of Company Common Stock on a fully diluted basis, as calculated pursuant to the terms of the Merger Agreement; and (b) the holders of RADA Ordinary Shares, RADA Options and other RADA securities hold or have entitlements to 19.5% of the issued and outstanding shares of Company Common Stock on a fully diluted basis, as calculated pursuant to the terms of the Merger Agreement (the equity allocation contemplated by the foregoing (a) and (b), the "Post-Closing Equity Split").

As provided in the Merger Agreement, each outstanding option, whether vested or unvested, to purchase RADA Ordinary Shares under the 2015 Share Option Plan and 2021 Equity Incentive Plan (together, the "RADA Plans") was assumed by the Company and substituted with an option to purchase shares of Company Common Stock (the "Company Options") in accordance with the terms of the Company's 2022 Omnibus Equity Compensation Plan (the "Company Plan") and notice of option exchange by which it is evidenced. The number of shares of Company Common Stock subject to Company Options issued to holders of outstanding options to purchase RADA Ordinary Shares upon the Effective Time is equal to the number of RADA Ordinary Shares subject to such RADA Options immediately prior to the Effective Time, multiplied by the Exchange Ratio, rounded down to the nearest whole share, and the per share exercise price under each such Company Option is equal to the exercise price per RADA Ordinary Share subject to such RADA Option immediately prior to the Effective Time divided by the Exchange Ratio (rounded up to the nearest whole cent). Each RADA Option holder's right to exercise his or her Company Option under the Company Plan is subject to substantially the same terms and conditions as were applicable to the Option holder's right pursuant to the RADA Plans immediately prior to the Effective Time, including the same vesting restrictions and continued service requirements and the same rights to vesting upon a qualifying termination of employment, to the extent applicable.

On November 21, 2022, the Company, Merger Sub and RADA entered into a side letter agreement providing for certain limited waivers and modifications to the Merger Agreement (the "Side Letter"). Pursuant to the Side Letter, the parties provided for, among other things, a modification of Section 2.1 of the Merger Agreement such that the percentage calculations set forth therein will assume a reference price for RADA Options equal to the volume-weighted average trading price of the RADA Ordinary Shares on the NASDAQ for the ten trading days immediately prior to November 23, 2022, rather than the closing date of November 28, 2022.

The foregoing description of the Merger, the Merger Agreement and the Side Letter does not purport to be complete and is subject to and qualified in its entirety by reference to the Merger Agreement and the Side Letter, which are filed as Exhibits 2.1, 2.1(a) and 2.2, respectively, to this Current Report on Form 8-K, and are incorporated by reference herein. The Merger Agreement and the transactions contemplated thereby were previously described in the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission (the "SEC") on June 21, 2022.

This Current Report on Form 8-K (this "Current Report") establishes the Company as the successor issuer to RADA pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Pursuant to Rule 12g-3(a) under the Exchange Act, the shares of Company Common Stock are deemed to be registered under Section 12(b) of the Exchange Act, and the Company shall continue to be subject to the informational requirements of the Exchange Act and the rules and regulations promulgated thereunder. The Company Common Stock will trade on The Nasdaq Stock Market ("Nasdaq") and the Tel Aviv Stock Exchange ("TASE") under the symbol "DRS." The Company hereby reports this succession in accordance with Rule 12g-3(f) under the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

Registration Rights Agreement

At the Effective Time, the Company entered into a registration rights agreement (the "Registration Rights Agreement") with Leonardo S.p.A, ("Company TopCo") and Leonardo US Holding, LLC ("US Holding"), which, among other things, provides Company TopCo and its affiliated entities with customary demand, shelf and piggy-back registration rights to facilitate a public offering of the Company Common Stock held by US Holding.

Cooperation Agreement

At the Effective Time, the Company, US Holding and Company TopCo entered into a cooperation agreement (the "Cooperation Agreement") pursuant to which, among other things, (a) Company TopCo has certain consent, access and cooperation rights, (b) US Holding has certain consent rights with respect to actions taken by the Company and its subsidiaries, including with respect to the creation or issuance of any new classes or series of stock (subject to customary exceptions), listing or delisting from any securities exchange, and making material changes to the Company's accounting policies and changing the Company's auditor, and (c) neither US Holding nor Company TopCo has the ability to transfer any Company voting securities for a period of six months following the Effective Time, except in connection with a change in control of the Company or for transfers to affiliates.

The foregoing descriptions of the Registration Rights Agreement and Cooperation Agreement do not purport to be complete and are qualified in their entirety by the terms and conditions of the Registration Rights Agreement and Cooperation Agreement, as applicable, copies of which are attached hereto as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K, and incorporated herein by reference.

Item 3.03. Material Modifications to Rights of Security Holders.

The information set forth in the Explanatory Note and Item 5.03 of this Current Report on Form 8-K are incorporated by reference into this Item 3.03.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors, Appointment of Certain Officers, Compensatory Arrangements of Certain Officers.

New Director Appointment

In accordance with the terms of the Merger Agreement, the Company and RADA mutually agreed to appoint Eric C. Salzman as a Non-Proxy Holder Director (as defined in the amended and restated proxy agreement (the "Proxy Agreement") contemplated by that certain commitment letter, dated as of February 26, 2021, each by and among the Company, US Holding, Company TopCo, and the Defense Counterintelligence and Security Agency (the "DCSA")) to the Company's board of directors (the "Company Board"). Mr. Salzman has been appointed as a member of the Audit Committee. In addition, subject to DCSA approval of certain waivers of the Proxy Agreement to permit Non-Proxy Holder Directors to be appointed to the Nominating and Governance Committee of the Company Board, Mr. Salzman will also be appointed to the Nominating and Governance Committee of the Company Board.

Mr. Salzman currently serves as the Chief Executive Officer of publicly traded Safeguard Scientifics, Inc., which he joined in 2020. From 2018 to 2022, Mr. Salzman served as the chairman of the board of SolAero Technologies Corp, a leading manufacturer of satellite solar array panels serving the defense and communications

industry. Mr. Salzman has a 25-year track record partnering with public and private growth companies as an investor, board member, and strategic advisor. He has worked in M&A, restructuring, and growth and special situations investing at several investment banks and private equity funds, including Credit Suisse and Lehman Brothers. His industry experience includes technology, software, communications, defense, medical devices, manufacturing, and business services. Since 2008, Mr. Salzman has served as an independent director, executive chairman, non-executive chairman, audit committee chairman, compensation committee chairman, and M&A committee chairman at over 25 public and private companies, including portfolio companies of Carlyle Group, Blackstone, and Francisco Partners. Past board positions include Zenefits, Carnegie Learning, ColorEdge, Capstone Nutrition, FragranceNet, Centinel Spine, ASG Technologies, Sorenson Communications, Syncardia Systems, ShoreTel, and Firth Rixson. He currently serves as an independent director, member of the Audit Committee, and Chairman of the Compensation Committee at publicly traded 8x8, Inc. Mr. Salzman earned a B.A. Honors from the University of Michigan and an MBA from Harvard University. Mr. Salzman's expertise in capital markets, technology, M&A, and corporate governance brings a valuable perspective to the board.

There are no arrangements or understanding between Mr. Salzman and any other person pursuant to which he was selected as director. Directors receive compensation under the Company's director compensation program.

Approval of Company Plan

On November 23, 2022, the Company Plan was approved by the Company Board and was subsequently approved on November 28, 2022 by US Holding, and will become effective upon filing a registration statement on Form S-8. The Company has reserved a total of 12,416,484 shares of Company Common Stock for issuance pursuant to the Company Plan, subject to certain adjustments set forth therein.

The foregoing description of the Company Plan does not purport to be complete and is qualified in its entirety by the terms and conditions of the Company Plan. A description of the Company Plan is set forth in the section entitled "Executive Compensation" beginning on page 187 of the final prospectus and definitive proxy statement, dated September 13, 2022, filed with the SEC. A copy of the full text of the Company Plan is filed as Exhibit 10.4 hereto and is incorporated herein by reference.

CEO Employment Agreement

On November 22, 2022, the Company entered into an employment agreement with William J. Lynn III, the Company's Chief Executive Officer (the "Employment Agreement"), which is effective as of the Effective Time. The Employment Agreement will supersede the prior employment agreement entered into with the Chief Executive Officer, dated June 7, 2021. Other than as described below, the Employment Agreement is substantially consistent with the form described in, and filed as, Exhibit 10.2 to the Company's Current Report on Form 8-K filed on June 21, 2022.

Under the Employment Agreement, Mr. Lynn will be entitled to a grant of a one-time equity award (a "Founders Award" or "One-Time Award") with a target value of $2,000,000 in time-based restricted stock units ("RSUs") and $3,000,000 in performance-based restricted stock units ("PRSUs"), to be granted at the Effective Time. The Employment Agreement generally provides for the same entitlements under any health and welfare plans as in the prior employment agreement, provided that Mr. Lynn's beneficiary will be entitled to a death benefit of $325,000, subject to certain age-related reductions after Mr. Lynn reaches the age of 70. Mr. Lynn is also entitled to five weeks of paid vacation and an executive allowance program of $50,000.

In the event of Mr. Lynn's termination for "Cause" (as defined in the Employment Agreement), prior to the vesting of any awards granted under the Company Plan, any unvested awards will terminate automatically, unless otherwise provided for in the applicable award agreement. In the event of Mr. Lynn's termination for death or "Disability" (as defined in the Employment Agreement), any awards granted under the Company Plan will accelerate and fully vest on the date of death or Disability, with any applicable performance conditions deemed achieved at target, unless otherwise provided for in the applicable award agreement. In the event Mr. Lynn is terminated for any other reason, other than "Retirement" (as defined in the Employment Agreement) or resignation, (i) any awarded, but unvested retention components of award payments due under the Company's long-term incentive program for 2021 and thereafter, shall continue to vest in accordance with the vesting schedule, with any

performance components due remaining eligible to vest pro-rata based on the portion of the applicable period in which Mr. Lynn was employed, (ii) any Founders Awards will continue to vest in accordance with the vesting schedule such that Mr. Lynn will receive the full target value of his Founders Awards and (iii) any unvested RSUs granted under the Company Plan that are not Founders Awards will continue to vest in accordance with the vesting schedule and (iv) any unvested PRSUs granted under the Company Plan that are not Founders Awards will vest pro rata based on the portion of the applicable performance period in which Mr. Lynn was employed, subject to any performance goals. In the event of a termination due to retirement, (i) Mr. Lynn will receive his target award under the incentive compensation plan for the full fiscal year in which he retires, (ii) RSUs granted under the Company Plan that are not Founders Awards and were granted at least six months prior to the date Mr. Lynn provides notice of retirement, will continue to vest in accordance with the vesting schedule, (iii) any PRSUs granted under the Company Plan that are not Founders Awards will vest pro-rata based on the date of termination, subject to satisfaction of the performance goals, (iv) any awarded but unvested awards under the long-term incentive plan will continue to vest in accordance with the vesting schedule and (v) Mr. Lynn will be entitled to reimbursements equal to the monthly premiums for continued coverage under the Consolidated Omnibus Budget Reconciliation Act.

The foregoing description of the Employment Agreement is a summary that is qualified in its entirety by reference to the Employment Agreement, a copy of which is filed hereto as Exhibit 10.5 to this Current Report on Form 8-K and incorporated herein by reference.

Indemnification Agreements

At the Effective Time, the Company entered into indemnification agreements (the "Indemnification Agreements") with each of its directors and certain of its executive officers. The Indemnification Agreements provide for customary indemnification rights and the advancement or payment of all expenses to the indemnitee and for reimbursement to the Company if it is found that such indemnitee is not entitled to such indemnification under applicable law or the Company's amended and restated certificate of incorporation and amended and restated bylaws.

The foregoing description of the Indemnification Agreements does not purport to be complete and is qualified in its entirety by the terms and conditions of the form of Indemnification Agreement, a copy of which is attached hereto as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On November 23, 2022, the Company Board and US Holding, the sole stockholder of the Company, adopted resolutions approving the Stock Split in order to properly reflect the Post-Closing Equity Split as of the Effective Time, and on November 23, 2022, the Company filed an Amended and Restated Certificate of Incorporation (the "A&R Certificate of Incorporation") with the Secretary of State of the State of Delaware to amend and restate the Company's Certificate of Incorporation, as amended, restated or amended and restated from time to time, to effect the Stock Split and increase the authorized shares of Company Common Stock from 300,000,000 to 350,000,000. The Stock Split became effective as of the effective date of the A&R Certificate of Incorporation, November 23, 2022.

Upon effectiveness of the Stock Split, each outstanding share of the Company's Common Stock was, without any further action by the Company, or any holder thereof, converted into, and automatically became, 1.451345331 shares of the Company's Common Stock. No fractional shares were issued as a result of the Stock Split. In lieu thereof, fractional shares were rounded up to the nearest whole share.

Prior to the filing of the A&R Certificate of Incorporation, the Company had 300,000,000 shares of Company Common Stock authorized, out of which 145,000,000 shares were issued and outstanding. As a result of the filing of the A&R Certificate of Incorporation, and resulting effectiveness of the Stock Split, the 145,000,000 shares of the Company's Common Stock issued and outstanding immediately prior to the Stock Split were converted into approximately 210,445,073 shares of the Company's Common Stock. As of immediately following the Effective Time, as a result of the consummation of the Merger, the Company has approximately 260,187,260 shares of Company Common Stock issued and outstanding. The Stock Split did not change the par value of the Company's

shares of Company Common Stock. The Stock Split also did not change the number of the Company's authorized shares of preferred stock, or their par value.

On November 23, 2022, and prior to the effective time of the Merger, the Company Board also amended and restated its amended and restated bylaws (as amended and restated, the "Bylaws") to, among other things, permit the appointment of non-proxy holder directors to the Nominating and Governance Committee of the Board. Pursuant to the Bylaws, the Nominating and Governance Committee will be comprised of a majority of proxy holder directors. The amendments to the Bylaws relating to the Nominating and Governance Committee will be effective upon DCSA approval or the receipt of certain Proxy Agreement waivers.

The foregoing descriptions of the A&R Certificate of Incorporation and the Bylaws are qualified in their entirety by reference to each of the A&R Certificate of Incorporation and the Bylaws, as applicable, which are filed as Exhibits 3.1 and 3.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 7.01. Regulation FD Disclosure

On November 28, 2022, the Company and RADA issued a press release announcing among other things the closing of the Merger. The press release is furnished hereto as Exhibit 99.1 and incorporated herein by reference.

The foregoing (including Exhibit 99.1) is being furnished pursuant to Item 7.01 and will not be deemed to be filed for purposes of Section 18 of the Exchange Act, or otherwise be subject to liabilities of that section, nor will it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended or the Exchange Act.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated as of June 21, 2022, by and among Leonardo DRS, Inc., Blackstart Ltd and RADA Electronic Industries Ltd. (incorporated by reference to Exhibit 2.1 of the Company's Current Report on Form 8-K, filed with the SEC on June 21, 2022)*
2.1(a)	Waiver and Amendment to Agreement and Plan of Merger, dated as of August 25, 2022, by and among Leonardo DRS, Inc., Blackstart Ltd and RADA Electronic Industries Ltd. (incorporated by reference to Exhibit 2.1(a) of Amendment No. 1 to the Company's Registration Statement on Form S-4, filed with the SEC on September 2, 2022).
2.2	Side Letter, dated as of November 21, 2022, by and among Leonardo DRS, Inc., Blackstart Ltd and RADA Electronic Industries Ltd.
3.1	Amended and Restated Certificate of Incorporation of Leonardo DRS, Inc.
3.2	Amended and Restated Bylaws of Leonardo DRS, Inc.
10.1	Registration Rights Agreement, dated as of November 28, 2022 by and among Leonardo DRS, Inc., Leonardo S.p.A. and Leonardo U.S. Holding, LLC.
10.2	Cooperation Agreement, dated as of November 28, 2022 by and among Leonardo DRS, Inc., Leonardo S.p.A. and Leonardo U.S. Holding, LLC.
10.3	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.13 of the Company's Registration Statement on Form S-1, filed with the SEC on February 26, 2021)
10.4	Leonardo DRS, Inc. 2022 Omnibus Equity Compensation Plan
10.5	Employment Agreement, dated November 22, 2022, by and between Leonardo DRS, Inc. and William J. Lynn III

99.1	Press Release, dated November 28, 2022, jointly issued by Leonardo DRS, Inc. and RADA Electronic Industries Ltd.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Certain Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K.

SIGNATURES

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

LEONARDO DRS, INC.

(Registrant)

Date: November 28, 2022

By: /s/ Mark A. Dorfman

Mark A. Dorfman
Executive Vice President, General Counsel & Secretary

VIA EMAIL

November 21, 2022

To:
RADA Electronic Industries Ltd.
7 Giborei Israel Street
Netanya, Israel
Attention: Dov Sella, Chief Executive Officer
Avi Israel, Chief Financial Officer
Email: dubi.sella@rada.com
avi.i@rada.com

Re: Limited Waiver and Modification pursuant to Sections 2.1, 6.6(h), 6.17 and 6.19 of the Agreement and Plan of Merger

Reference is made to (i) that certain Agreement and Plan of Merger dated as of June 21, 2022, by and among RADA Electronic Industries Ltd. (the "Company"), Leonardo DRS, Inc. ("Parent"), and Blackstart Ltd ("Merger Sub" and, together with the Company and Parent, the "Parties" and each, a "Party") (the "Merger Agreement"), (ii) that certain waiver letter dated as of July 21, 2022, by and among the Company, Parent and Merger Sub, (iii) that certain waiver letter dated as of August 25, 2022, by and among the Company, Parent and Merger Sub and (iv) that certain waiver letter dated as of October 28, 2022, by and among the Company, Parent and Merger Sub. Capitalized terms used and not expressly defined herein shall have the respective meanings assigned to them in the Merger Agreement.

1. ILA Approval

Parent and the Company continue to work to prepare and file an application to obtain the ILA Approval. The Parties hereby agree pursuant to Section 9.2(a) of the Merger Agreement to extend the period for the filing of the application to obtain the ILA Approval under Section 6.6(h)(iii) of the Merger Agreement to as soon as reasonably practicable following the Closing Date. In connection with the foregoing, and without limiting the obligations of either Party under the Merger Agreement, the Parties hereby agree to use their reasonable best efforts to prepare and file an application to obtain the ILA Approval as promptly as practicable following the date hereof.

2. VWAP of Company Ordinary Shares

Pursuant to Section 9.2(a) of the Merger Agreement, the Parties agree that Section 2.1(a)(iii) of the Merger Agreement is hereby modified such that the percentage calculations set forth in Section 2.1 of the Merger Agreement shall assume a reference price for Company Options equal to the VWAP of the Company Ordinary Shares on the NASDAQ for the ten Trading Days immediately prior to November 23, 2022 (rather than the Closing Date).

3. Intercompany Loan

Section 6.17 of the Merger Agreement provides that Parent shall use its reasonable best efforts to repay, prior to Closing, the intercompany loan which was in the principal amount of approximately $216.6 million as of the date of the Merger Agreement, provided by Parent US Holding to Parent (the "Intercompany Loan"). Notwithstanding the foregoing, the Parties, pursuant to Section 9.2(a) of the Merger Agreement, hereby acknowledge and agree that Parent will repay the Intercompany Loan as promptly as practicable following the Closing but no earlier than the closing date of the Debt Financing.

4. Director Appointment

Section 6.19 of the Merger Agreement provides that, at the Effective Time, Parent shall cause a mutually agreed upon individual selected from among candidates proposed by the Company to be appointed to the Parent Board at such time. The Parties have agreed that such individual to be appointed to the Parent Board shall be Eric C. Salzman (the "New Director"). Notwithstanding the foregoing, the Parties, pursuant to Section 9.2(a) of the Merger Agreement, hereby acknowledge and agree that the New Director's appointment to the Parent Board shall be subject to the approval from the DCSA of the appointment of an existing director on the Parent Board as a Proxy Holder (as defined in the Proxy Agreement). In connection with the foregoing, Parent shall use its reasonable best efforts to obtain such approval from the DCSA as promptly as practicable after the date hereof.

5. Miscellaneous

Except as expressly provided in this letter, no amendment or waiver is made as to any provision of the Merger Agreement or any of the documents referenced to therein. Except as expressly set forth herein, all obligations of the Parties under the Merger Agreement remain in full force and effect.

Please indicate your assent to the terms of this letter by signing and returning a counterpart hereof via email at which time it will become a binding instrument governed by and construed in accordance with the internal Laws of the State of Delaware.

[*Signature Page Follows*]

Sincerely,

LEONARDO DRS, INC.

By: /s/ Michael D. Dippold
Name: Michael D. Dippold
Title: Chief Financial Officer

BLACKSTART LTD

By: /s/ Mark A. Dorfman
Name: Mark A. Dorfman
Title: Director

ACCEPTED AND AGREED:

RADA ELECTRONIC INDUSTRIES LTD.

By: /s/ Avi Israel
Name: Avi Israel
Title: CFO

cc: Christopher Giordano (christopher.giordano@us.dlapiper.com)
Jon Venick (jon.venick@us.dlapiper.com)
Sarit Molcho (saritm@friedman.co.il)

Scott D. Miller (MILLERSC@sullcrom.com)
Ran Hai(ranh@herzoglaw.co.il)
Nir Dash(dashn@herzoglaw.co.il)

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 (as such certificate was amended, restated, or amended and restated from time to time prior to the date hereof, the "Certificate of Incorporation").

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 the 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 19808; 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 360,000,000 shares of capital stock, consisting of 350,000,000 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"). Immediately upon the filing of this Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware (the "Effective Time"), each one share of the Common Stock, par value $0.01 per share, issued and outstanding at the Effective Time shall automatically be converted into 1.451345331 validly issued, fully paid and non-assessable shares of Common Stock, without any further action by the holder thereof.

(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.

NINTH:

(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.

TWELFTH: 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 earlier 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 Amended and Restated 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.

[*Signature Page to follow*]

IN WITNESS WHEREOF, the undersigned has duly executed this certificate on behalf of the Corporation this 23rd day of November, 2022.

/s/ William J. Lynn III

William J. Lynn III
Chief Executive Officer

FOURTH AMENDED AND RESTATED BYLAWS

of

LEONARDO DRS, INC.

(hereinafter, the "Corporation")

(adopted as of November 28, 2022)

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 Board of Directors, 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, a majority of which shall be comprised 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"). In accordance with these Bylaws and the Proxy Agreement, the Nominating and Governance Committee, by majority vote and in its sole discretion, 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, each of whom to be recommended to the Board for nomination 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, 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, even if less than a quorum, or by a sole remaining director.

(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 Board of Directors 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.

REGISTRATION RIGHTS AGREEMENT

AMONG

LEONARDO DRS, INC.,

LEONARDO S.P.A.

AND

LEONARDO US HOLDING, LLC

DATED AS OF NOVEMBER 28, 2022

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REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement, dated as of November 28, 2022 (this "Agreement"), is between 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 LLC, a Delaware limited liability company ("US Holding").

RECITALS:

WHEREAS, RADA Electronic Industries Ltd., a company organized under the laws of the State of Israel ("RADA"), the Company and Blackstart Ltd, a company organized under the laws of the State of Israel and a wholly owned Subsidiary of the Company ("Merger Sub") have entered into an Agreement and Plan of Merger, dated as of June 21, 2022 (as it may be supplemented, amended or restated from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will merge with and into RADA (the "Merger") with RADA surviving the Merger, pursuant to the provisions of Sections 314-327 of the Companies Law 5759-1999 of the State of Israel; and

WHEREAS, the parties desire to establish in this Agreement certain rights and obligations with respect to the shares of the Company's common stock, par value $0.01 per share (the "Common Stock") that are beneficially owned by the Leonardo Affiliated Group (as defined below) following the Closing (as defined below), which is occurring contemporaneously with the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.01 Definitions.

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

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such other Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") when used with respect to any Person, means the possession directly or indirectly, of the power to cause the direction of the management or policies of such Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

"Board of Directors" means the Board of Directors of the Company.

"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.

"Closing" means the closing of the Merger in accordance with the Merger Agreement.

"Common Stock" has the meaning set forth in the recitals.

"Company" has the meaning set forth in the recitals.

"Company Outside Counsel" means one counsel selected by the Company to act on its behalf.

"Covered Person" has the meaning set forth in Section 2.10(a).

"Demand Registration" has the meaning set forth in Section 2.02(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"FINRA" means the Financial Industry Regulatory Authority.

"Holder" means any of (i) Leonardo S.p.A., (ii) US Holding, (iii) any other member of the Leonardo Affiliated Group that is a direct or indirect owner of Registrable Securities and that has entered into a Joinder Agreement substantially in the form of Exhibit A hereto, and (iv) any other transferee of Registrable Securities constituting not less than 5% of the outstanding shares of Common Stock of the Company (including any securities described in clause (ii) of the definition of Registrable Securities) and that has entered into a Joinder Agreement substantially in the form of Exhibit A hereto at the time of the transfer.

"Holders' Counsel" means, if any member of the Leonardo Affiliated Group is participating in an offering of Registrable Securities, one counsel selected by the Leonardo Affiliated Group members participating in the offering, or otherwise, one counsel selected by the Holders selling a majority of the Registrable Securities included in such offering.

"Leonardo Affiliated Group" means Leonardo S.p.A. and its Affiliates (including, for the avoidance of doubt, US Holding, but excluding the Company and its subsidiaries).

"Loss" or "Losses" each has the meaning set forth in Section 2.10(a).

"Material Disclosure Event" means, as of any date of determination, any pending or imminent event relating to the Company or any of its subsidiaries that the Board of Directors reasonably determines in good faith, after consultation with Company Outside Counsel, (i) would require disclosure of material, non-public information relating to such event in any Registration Statement under which Registrable Securities may be offered and sold (including documents incorporated by reference therein) in order that such Registration Statement would not be materially misleading and (ii) would not otherwise be required to be publicly disclosed by the Company at that time in a periodic report to be filed with or furnished to the SEC under the Exchange Act but for the filing of such Registration Statement.

"Minimum Amount" means at least $75,000,000 unless, at any time, the total number of all remaining shares of Registrable Securities would, if fully sold, yield, to a Holder exercising

rights hereunder, gross proceeds of less than such amount, in which case the "Minimum Amount" shall mean the gross proceeds to be realized upon the sale of all such remaining Registrable Securities.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, association or other business entity and any trust, unincorporated organization or government or any department, agency or political subdivision thereof.

"Piggyback Registration" means any registration of Registrable Securities under the Securities Act requested by a Holder in accordance with Section 2.04(a).

"Proxy Agreement" means the Proxy Agreement, dated as of October 26, 2017, by and among the Company, David W. Carey, Peter A. Marino, Kenneth J. Krieg, Philip A. Odeen, Frances F. Townsend, 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 pursuant to the Commitment Letter, dated as of February 26, 2021 by and among the Company, US Holding, Leonardo S.p.A. and the U.S. Department of Defense.

"register," "registered" and "registration" refers to a registration made effective by preparing and filing a Registration Statement with the SEC in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such Registration Statement, and compliance with applicable state securities laws of such states in which Holders notify the Company of their intention to offer Registrable Securities.

"Registrable Securities" means (i) all shares of Common Stock held by a Holder and (ii) any equity securities issued or issuable, directly or indirectly, with respect to any such securities referred to in (i) above by way of conversion or exchange thereof or stock dividend or stock split or in connection with a combination of shares, recapitalization, reclassification, merger, amalgamation, arrangement, consolidation or other reorganization; provided that any securities constituting Registrable Securities will cease to be Registrable Securities when (a) such securities are sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of the securities, (b) such securities are sold pursuant to an effective Registration Statement, (c) such securities are sold pursuant to Rule 144 or (d) such securities shall have ceased to be outstanding.

"Registration Expenses" has the meaning set forth in Section 2.07.

"Registration Statement" means any registration statement of the Company under the Securities Act which covers or is proposed to cover the public offering of any of the Registrable Securities (whether alone or together with other securities that are not Registrable Securities) pursuant to the provisions of this Agreement, including the prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits, all material incorporated by reference or deemed to be incorporated by reference in such registration statements and all other documents filed with the SEC to effect a registration under the Securities Act.

"Rule 144" means Rule 144 promulgated by the SEC under the Securities Act.

"Rule 144A" means Rule 144A promulgated by the SEC under the Securities Act.

"Rule 405" means Rule 405 promulgated by the SEC under the Securities Act.

"Rule 415" means Rule 415 promulgated by the SEC under the Securities Act.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Selling Expenses" means all underwriting discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities hereunder.

"Selling Holder" means a Holder that holds Registrable Securities registered (or to be registered) on a Registration Statement.

"Selling Holder Information" means information furnished to the Company in writing by a Selling Holder expressly for use in any Registration Statement, which information is limited to the name of such Selling Holder, the number of offered shares of common stock and the address and other information with respect to such Selling Holder included in the "Principal and Selling Stockholders" (or similarly titled) section of the Registration Statement.

"Shelf Registration Statement" means a Registration Statement that contemplates offers and sales of securities pursuant to Rule 415.

"Short-Form Registration Statement" means Form S-3 or any successor or similar form of Registration Statement pursuant to which the Company may incorporate by reference its filings under the Exchange Act made after the date of effectiveness of such Registration Statement.

"Suspension" has the meaning set forth in Section 2.09.

"Take-Down Notice" has the meaning set forth in Section 2.01(e).

"Trading Market" means the principal national securities exchange on which Registrable Securities are listed.

"Underwritten Offering" means a discrete registered offering of securities under the Securities Act in which securities of the Company are sold by one or more underwriters pursuant to the terms of an underwriting agreement.

"VWAP" means, as of a specified date and in respect of Registrable Securities, the volume weighted average price for such security on the Trading Market for the five trading days immediately preceding, but excluding, such date.

1.02 Interpretation.

(a) The words "hereto," "hereunder," "herein," "hereof" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement, unless expressly stated otherwise herein.

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

(c) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.

(d) "Writing," "written" and comparable terms refer to printing, typing, and other means of reproducing words (including electronic media) in a visible form.

(e) All references to "$" or "dollars" mean the lawful currency of the United States of America.

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

(g) Except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and in the case of statutes, include any rules and regulations promulgated under the statute) and to any successor to such statute, rule or regulation.

(h) Except as expressly stated in this Agreement, all references to agencies, self-regulatory organizations or governmental entities in this Agreement shall be deemed to be references to the comparable successor thereto.

ARTICLE II
REGISTRATION RIGHTS

2.01 Shelf Registration.

(a) Filing. At any time after the date that is one year following the Closing (or, if sooner, the date on which the Company first becomes eligible to use a Short-Form Registration Statement), upon the written request of any Holder, the Company shall promptly (but no later than 45 days after the receipt of such request) file with the SEC a Shelf Registration Statement (which, if permitted, shall be an "automatic shelf registration statement" as defined in Rule 405) relating to the offer and sale by such Holder of all or part of the Registrable Securities. If at any time while Registrable Securities are outstanding, the Company files any Shelf Registration Statement for its own benefit or for the benefit of holders of any of its securities other than the Holders, the Company shall include in such Shelf Registration Statement such disclosures as may be required under the Securities Act to ensure that the Holders may sell their Registrable Securities pursuant to such Shelf Registration Statement through the filing of a prospectus supplement rather than a post-effective amendment.

(b) Effectiveness. The Company shall use its reasonable best efforts to (i) cause such Shelf Registration Statement to be declared effective under the Securities Act as promptly as practicable after such Shelf Registration Statement is filed and (ii) keep such Shelf Registration Statement (or a replacement Shelf Registration Statement) continuously effective and in compliance with the Securities Act and usable for the resale of Registrable Securities, until such time as there are no Registrable Securities remaining.

(c) Sales by Holders. The plan of distribution contained in any Shelf Registration Statement referred to in this Section 2.01 (or any related prospectus supplement) shall be determined by the Leonardo Affiliated Group members that have requested to have Registrable Securities sold pursuant to such Shelf Registration Statement, if any, or otherwise by the other requesting Holder or Holders. Each Holder shall be entitled to sell Registrable Securities pursuant to the Shelf Registration Statement referred to in this Section 2.01 from time to time and at such times as such Holder shall determine. Such Holder shall promptly advise the Company of its intention so to sell Registrable Securities pursuant to the Shelf Registration Statement.

(d) Underwritten Offering. If any Holder intends to sell Registrable Securities pursuant to any Shelf Registration Statement referred to in this Section 2.01 through an Underwritten Offering, the Company shall take all steps to facilitate such an offering, including the actions required pursuant to Section 2.06 and Article III, as appropriate. Any Holder shall be entitled to request an unlimited number of Underwritten Offerings under this Section 2.01; provided that the Holder shall not be entitled to request any Underwritten Offering within 60 days after the pricing date of any other Underwritten Offering, or when the Company is diligently pursuing an Underwritten Offering pursuant to (or treated as being pursuant to) a Piggyback Registration.

(e) Shelf Take-Downs. At any time that a Shelf Registration Statement covering Registrable Securities is effective, if any Holder delivers a notice to the Company (a "Take-Down Notice") stating that it intends to effect an Underwritten Offering pursuant to Section 2.01(d) of all or part of its Registrable Securities included by it on such Shelf Registration Statement, the Company shall amend or supplement such Shelf Registration Statement as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Underwritten Offering. In connection with any Underwritten Offering pursuant to this Section 2.01, the Company shall deliver the Take-Down Notice to any other Holder with Registrable Securities included on such Shelf Registration Statement and permit such Holder to include such Registrable Securities in such Underwritten Offering provided that such Holder notifies the Company within two Business Days after the Company has given Holders notice of the Take-Down Notice.

2.02 Demand Registrations.

(a) Right to Request Demand Registrations. At any time after the Closing any Holder may, by providing a written request to the Company (a "Demand Notice"), request to sell all or part of the Registrable Securities pursuant to a Registration Statement separate from a Shelf Registration Statement (a "Demand Registration"). Each Demand Notice shall specify the kind and aggregate amount of Registrable Securities to be registered and the intended methods of

disposition thereof (which, if not specified, shall be by way of an Underwritten Offering). Promptly after its receipt of a Demand Notice (but in any event within 10 days thereof), the Company shall give written notice of the request for registration made in the Demand Notice to all other Holders. Within 30 days after the date the Company has given the Holders notice of the Demand Notice, the Company shall file a Registration Statement, in accordance with this Agreement, with respect to all Registrable Securities that have been requested to be registered in the Demand Notice and that have been requested by any other Holders by written notice to the Company within five days after the Company has given the Holders notice of the Demand Notice.

(b) Limitations on Demand Registrations. Subject to Section 2.01(a) and this Section 2.02(b), any Holder will be entitled to request an unlimited number of Demand Registrations; provided that the number of shares of Registrable Securities included in the Demand Registration would, if fully sold, yield gross proceeds to the Holder (based on the VWAP as of the date of the Demand Notice) of at least the Minimum Amount. Any Holder shall be entitled to participate in a Demand Registration initiated by any other Holder. The Company shall not be obligated to effect more than one Demand Registration in any given 3-month period, provided, however, that any Demand Registration for which no Registration Statement was declared effective, whether by virtue of the withdrawal of Registrable Securities by one or more Holders or for any other reason, shall not count against such limit. Any Demand Registration shall be in addition to any registration on a Shelf Registration Statement.

(c) Withdrawal. Any Holder may, by written notice to the Company, withdraw its Registrable Securities from a Demand Registration at any time prior to the effectiveness of the applicable Registration Statement. Upon receipt of notices from all applicable Holders to such effect, the Company shall cease all efforts to seek effectiveness of the applicable Registration Statement.

2.03 Priority.

If a registration pursuant to Section 2.01 or 2.02 above is an Underwritten Offering and the managing underwriters of such proposed Underwritten Offering advise the Holders in writing that, in their good faith opinion, the number of securities requested to be included in such Underwritten Offering exceeds the number which can be sold in such offering without being likely to have a material adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the number of securities to be included in such Underwritten Offering shall be reduced in the following order of priority, to the extent necessary to reduce the total number of securities to be included in such offering to the number recommended by the managing underwriters: first, there shall be excluded from the Underwritten Offering any securities to be sold for the account of any selling securityholder other than the Selling Holders; second, there shall be excluded from the Underwritten Offering any securities to be sold for the account of the Company; and finally, the number of Registrable Securities of any Selling Holders that have been requested to be included therein shall be reduced, (i) *pro rata* based on the number of Registrable Securities owned by each such Selling Holder or (ii) in such other manner as such Selling Holders may agree.

2.04 Piggyback Registrations.

(a) Piggyback Request. Whenever the Company proposes to register any of its securities under the Securities Act or equivalent non-U.S. securities laws (other than (i) pursuant to a Demand Registration, (ii) pursuant to a registration statement on Form S-4 or any similar or successor form or (iii) pursuant to a registration solely relating to an offering and sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit plan arrangement), and the registration form to be filed may be used for the registration or qualification for distribution of Registrable Securities, the Company will give prompt written notice to all Holders of its intention to effect such a registration (but in no event less than 20 days prior to the proposed date of filing of the applicable Registration Statement) and, subject to Section 2.04(c), will include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion therein within 15 days after the date the Company's notice is given to such Holders (a "Piggyback Registration"). There shall be no limitation on the number of Piggyback Registrations that the Company shall be required to effect under this Section 2.04.

(b) Withdrawal and Termination. Any Holder that has made a written request for inclusion in a Piggyback Registration may withdraw its Registrable Securities from such Piggyback Registration by giving written notice to the Company on or before the fifth day prior to the planned effective date of such Piggyback Registration. The Company may, without prejudice to the rights of Holders to request a registration pursuant to Section 2.01 or 2.02 hereof, at its election, determine not to proceed with the proposed registration of its securities under the Securities Act or equivalent non-U.S. securities laws, in which case it shall give written notice of such determination to each Holder of Registrable Securities and terminate or withdraw any registration under this Section 2.04 prior to the effectiveness of such registration, whether or not any Holder has elected to include Registrable Securities in such registration, and, except for the obligation to pay or reimburse Registration Expenses, the Company shall be relieved of its obligation to register any Registrable Securities in connection with such registration and will have no liability to any Holder in connection with such termination or withdrawal.

(c) Priority of Piggyback Registrations. If the managing underwriters advise the Company and any Holders of Registrable Securities participating in a Piggyback Registration in writing that, in their good faith opinion, the number of securities requested to be included in an Underwritten Offering to be effected pursuant to a Piggyback Registration exceeds the number which can be sold in such offering without being likely to have a material adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the securities to be included in such Underwritten Offering shall be reduced *pro rata* based, in the case of the Holders, on the number of Registrable Securities owned by each Holder, and in the case of the Company, the number of securities to be sold for the account of the Company, to the extent necessary to reduce the total number of Registrable Securities to be included in such offering to the number recommended by the managing underwriters. No registration of Registrable Securities effected pursuant to a request under this Section 2.04 shall be deemed to have been effected pursuant to Sections 2.01 or 2.02 or shall relieve the Company of its obligations under Sections 2.01 or 2.02.

2.05 Lock-up Agreements.

Each of the Company and the Holders agree, in connection with any registration for an Underwritten Offering of the Company's securities, to enter into such reasonable and customary lock-up agreement as may be requested by the underwriters in such Underwritten Offering, for a period not to exceed 90 days; provided that the foregoing obligation shall not apply in any circumstance to (i) distributions-in-kind to a Holder's limited or other partners, members, shareholders or other equity holders or (ii) transfers by a member of the Leonardo Affiliated Group to another member of the Leonardo Affiliated Group. Notwithstanding the foregoing, no holdback agreements of the type contemplated by this Section 2.05 shall be required of Holders (A) unless each of the Company's directors and executive officers agrees to be bound by a substantially identical holdback agreement for at least the same period of time; or (B) that restricts the offering or sale of Registrable Securities pursuant to a Demand Registration. Notwithstanding anything contained in this Section 2.05 to the contrary, from and after the two-year anniversary of the Closing, no Holder shall be obligated to comply with this Section 2.05 unless such Holder is selling Registrable Securities in the applicable Underwritten Offering.

2.06 Registration Procedures.

Subject to the proviso of Section 2.01(d), if and whenever the Company is required to effect the registration of any Registrable Securities pursuant to this Agreement, the Company shall use its reasonable best efforts to effect and facilitate the registration, offering and sale of such Registrable Securities in accordance with the intended method of disposition thereof as promptly as is practicable, and the Company shall as expeditiously as possible:

(a) prepare and file with the SEC (within 30 days after the date on which the Company has given Holders notice of any request for Demand Registration) a Registration Statement with respect to such Registrable Securities, make all required filings required (including FINRA filings) in connection therewith and thereafter and (if the Registration Statement is not automatically effective upon filing) use its reasonable best efforts to cause such Registration Statement to become effective; provided that, before filing a Registration Statement or any amendments or supplements thereto (including free writing prospectuses under Rule 433), the Company will furnish to Holders' Counsel for such registration copies of all such documents proposed to be filed (including exhibits thereto), which documents will be subject to review of such counsel, and such other documents reasonably requested by such counsel, including any comment letter from the SEC, and give the Holders participating in such registration an opportunity to comment on such documents and keep such Holders reasonably informed as to the registration process; provided further that if the Board of Directors determines in its good faith judgment that registration at the time would require the inclusion of *pro forma* financial or other information, which requirement the Company is reasonably unable to comply with, then the Company may defer the filing (but not the preparation) of the Registration Statement which is required to effect the applicable registration for a reasonable period of time (but not in excess of 45 days).

(b) (i) prepare and file with the SEC such amendments and supplements to any Registration Statement as may be necessary to keep such Registration Statement effective for a period of either (A) not less than 90 days or, if such Registration Statement relates to an

Underwritten Offering in the case of a Demand Registration, such longer period as in the opinion of counsel for the managing underwriters a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer or the maximum period of time permitted by the Securities Act in the case of a Shelf Registration Statement, or (B) such shorter period ending when all of the Registrable Securities covered by such Registration Statement have been disposed of (but in any event not before the expiration of any longer period required under the Securities Act) and (ii) to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement;

(c) furnish to each Selling Holder, Holders' Counsel and the underwriters such number of copies, without charge, of any Registration Statement, each amendment and supplement thereto, including each preliminary prospectus, final prospectus, all exhibits and other documents filed therewith and such other documents as such Persons may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such Selling Holder; provided that, before amending or supplementing any Registration Statement, the Company shall furnish to the Holders a copy of each such proposed amendment or supplement and not file any such proposed amendment or supplement to which any Selling Holder reasonably objects. The Company hereby consents to the use of such prospectus and each amendment or supplement thereto by each of the Selling Holders of Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such prospectus and any such amendment or supplement thereto;

(d) use its reasonable best efforts to register or qualify any Registrable Securities under such other securities or blue sky laws of such jurisdictions as any Selling Holder, and the managing underwriters, if any, reasonably request, and use its reasonable best efforts to keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and do any and all other acts and things that may be necessary or reasonably advisable to enable such Selling Holder and each underwriter, if any, to consummate the disposition of the seller's Registrable Securities in such jurisdictions; provided that the Company will not be required to (i) qualify generally to do business in any such jurisdiction where it would not otherwise be required to qualify but for this subsection, (ii) subject itself to taxation in any jurisdiction where it is not then so subject or (iii) consent to general service of process in any such jurisdiction where it is not then so subject (other than service of process in connection with such registration or qualification or any sale of Registrable Securities in connection therewith);

(e) use its reasonable best efforts to cause all Registrable Securities covered by any Registration Statement to be registered with or approved by such other governmental agencies, authorities or self-regulatory bodies as may be necessary or reasonably advisable in light of the business and operations of the Company to enable the Selling Holders to consummate the disposition of such Registrable Securities in accordance with the intended method or methods of disposition thereof;

(f) during any time when a prospectus is required to be delivered under the Securities Act, promptly notify each Selling Holder and Holders' Counsel upon discovery that, or upon the discovery of the happening of any event as a result of which, the prospectus contains

an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading in light of the circumstances under which they were made and, as promptly as practicable, prepare and furnish to such Selling Holders a reasonable number of copies of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain any untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(g) promptly notify each Selling Holder and Holders' Counsel (i) when the Registration Statement, any prospectus supplement or any post-effective amendment to the Registration Statement has been filed and, with respect to such Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any written comments by the SEC or any request by the SEC for amendments or supplements to such Registration Statement or to amend or to supplement any prospectus contained therein or for additional information, (iii) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceedings for any of such purposes, (iv) if at the time the Company has reason to believe that the representations and warranties of the Company contained in any agreement (including any underwriting agreement) contemplated by Section 2.06(j) below cease to be true and correct and (v) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of such Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose;

(h) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed or, if no similar securities issued by the Company are then listed on any securities exchange, use its reasonable best efforts to cause all such Registrable Securities to be listed on the NASDAQ Stock Market;

(i) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such Registration Statement, and, if required, obtain a CUSIP number for such Registrable Securities not later than such effective date;

(j) enter into such customary agreements (including underwriting agreements with customary provisions in such forms as may be requested by the managing underwriters) and take all such other actions as the Selling Holders or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, effecting a share split or a combination of shares);

(k) make available for inspection by any Selling Holder, Holders' Counsel, any underwriter participating in any disposition pursuant to the applicable Registration Statement and any attorney, accountant or other agent retained by any such Selling Holder or underwriter all financial and other records, pertinent corporate documents and documents relating to the business of the Company reasonably requested by such Selling Holder, cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such Selling Holder, Holders' Counsel, underwriter, attorney, accountant or agent in connection with such Registration Statement and make senior management of the Company available for customary due diligence and drafting activity; provided that any such

Person gaining access to information or personnel pursuant to this Section 2.06(k) shall (i) reasonably cooperate with the Company to limit any resulting disruption to the Company's business and (ii) agree to use reasonable efforts to protect the confidentiality of any information regarding the Company which the Company determines in good faith to be confidential, and of which determination such Person is notified, unless (A) the release of such information is requested or required by deposition, interrogatory, requests for information or documents by a governmental entity, subpoena or similar process, (B) the release of such information, in the opinion of such Person, is required to be released by law or applicable legal process, (C) such information is or becomes publicly known without a breach of this Agreement, (D) such information is or becomes available to such Person on a non-confidential basis from a source other than the Company or (E) such information is independently developed by such Person. In the case of a proposed disclosure pursuant to (A) or (B) above, such Person shall be required to give the Company written notice of the proposed disclosure prior to such disclosure and, if requested by the Company, assist the Company in seeking to prevent or limit the proposed disclosure;

(l) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months beginning with the first day of the Company's first full calendar quarter after the effective date of the applicable Registration Statement, which earnings statement will satisfy the provisions of Section 11(a) of the U.S. Securities Act (including, at the Company's option, Rule 158 thereunder);

(m) in the case of an Underwritten Offering, promptly incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriters or any Selling Holder reasonably requests to be included therein, the purchase price being paid therefor by the underwriters and any other terms of the Underwritten Offering of the Registrable Securities to be sold in such offering, and promptly make all required filings of such prospectus supplement or post-effective amendment;

(n) in the event of the issuance of any stop order suspending the effectiveness of a Registration Statement, or of any order suspending or preventing the use of any related prospectus or ceasing trading of any securities included in such Registration Statement for sale in any jurisdiction, use every reasonable effort to promptly obtain the withdrawal of such order;

(o) make senior management of the Company available to assist to the extent reasonably requested by the managing underwriters of any Underwritten Offering to be made pursuant to such registration in the marketing of the Registrable Securities to be sold in the Underwritten Offering, including the participation of such members of the Company's senior management in "road show" presentations and other customary marketing activities, including "one-on-one" meetings with prospective purchasers of the Registrable Securities to be sold in the Underwritten Offering, and otherwise to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto, in each case to the same extent as if the Company were engaged in a primary registered offering of its Common Stock;

(p) use reasonable best efforts to: (i) obtain all consents of independent public accountants required to be included in the Registration Statement and (ii) in connection with each offering and sale of Registrable Securities, obtain one or more comfort letters, addressed to the underwriters and to the Selling Holders, dated the date of the underwriting agreement for such offering and the date of each closing under the underwriting agreement for such offering, signed by the Company's independent public accountants in customary form and covering such matters of the type customarily covered by comfort letters as the underwriters or the members of the Leonardo Affiliated Group that are Selling Holders in such offering, if any, or otherwise by the Holders of a majority of the Registrable Securities being sold in such offering, as applicable, reasonably request;

(q) use reasonable best efforts to obtain: (i) all legal opinions from Company Outside Counsel (or internal counsel if acceptable to the managing underwriters) required to be included in the Registration Statement and (ii) in connection with each closing of a sale of Registrable Securities, legal opinions from Company Outside Counsel (or internal counsel if acceptable to the managing underwriters), addressed to the underwriters and the Selling Holders, dated as of the date of such closing, with respect to the Registration Statement, each amendment and supplement thereto (including the preliminary prospectus) and such other documents relating thereto in customary form and covering such matters of the type customarily covered by legal opinions of such nature;

(r) upon the occurrence of any event contemplated by Section 2.06(f) above, promptly prepare a supplement or post-effective amendment to the Registration Statement or a supplement to the related prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such prospectus will 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;

(s) reasonably cooperate with each seller of Registrable Securities and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the FINRA;

(t) take no direct or indirect action prohibited by Regulation M under the Exchange Act; provided that, to the extent that any prohibition is applicable to the Company, the Company will take all reasonable action to make such prohibition inapplicable; and

(u) use its reasonable best efforts to take or cause to be taken all other actions, and do and cause to be done all other things necessary or reasonably advisable in the opinion of Holders' Counsel to effect the registration, marketing and sale of such Registrable Securities.

The Company agrees not to file or make any amendment to any Registration Statement with respect to any Registrable Securities, or any amendment of or supplement to the prospectus used in connection therewith, that refers to any Holder covered thereby by name, or otherwise identifies such Holder as the holder of any securities of the Company, without the consent of such Holder, such consent not to be unreasonably withheld or delayed, unless and to the extent

such disclosure is required by law, rule or regulation, in which case the Company shall provide prompt written notice to such Holders prior to the filing of such amendment to any Registration Statement or amendment of or supplement to such prospectus or any free writing prospectus.

Each Holder of Registrable Securities as to which any registration is being effected shall furnish the Company with such information regarding such Holder and pertinent to the disclosure requirements relating to the registration and the distribution of such securities as the Company may from time to time reasonably request in writing.

If the Company files any Shelf Registration Statement for the benefit of the holders of any of its securities other than the Holders, the Company agrees that it shall use its reasonable best efforts to include in such registration statement such disclosures as may be required by Rule 430B under the Securities Act (referring to the unnamed selling security holders in a generic manner by identifying the initial offering of the securities to the Holders) in order to ensure that the Holders may be added to such Shelf Registration Statement at a later time through the filing of a Prospectus supplement rather than a post-effective amendment.

2.07 Registration Expenses.

Whether or not any Registration Statement is filed or becomes effective, all costs, fees and expenses incident to the Company's performance of or compliance with this Agreement in connection with the preparation of such Registration Statement and the transactions contemplated thereby, including (i) all registration and filing fees, (ii) all fees and expenses associated with filings to be made with any securities exchange or with any other governmental or quasi-governmental authority; (iii) all fees and expenses of compliance with securities or blue sky laws, including reasonable fees and disbursements of counsel in connection therewith, (iv) all printing expenses (including expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is requested by the Holders or the managing underwriters, if any), (v) all "road show" expenses incurred in respect of any Underwritten Offering, including all costs of travel, lodging and meals, (vi) all messenger, telephone and delivery expenses, (vii) all fees and disbursements of Company Outside Counsel, (viii) all fees and disbursements of all independent certified public accountants of the Company (including expenses of any "cold comfort" letters required in connection with this Agreement) and all other persons, including special experts, retained by the Company in connection with such Registration Statement, (ix) all reasonable fees and disbursements of underwriters (other than Selling Expenses) customarily paid by the issuers or sellers of securities and, (x) all other costs, fees and expenses incident to the Company's performance or compliance with this Agreement (all such costs, fees and expenses, "Registration Expenses") shall be borne by the Selling Holders whose Registrable Securities are registered thereby, in proportion to the number of Registrable Securities to be sold by them pursuant to such Registration Statement. Notwithstanding the foregoing, (x) all expenses incident to any Piggyback Registration, including the Registration Expenses (but not including any underwriting discounts or commissions attributable to the sale of Registrable Securities or fees and expenses of counsel representing any underwriters or other distributors), shall be borne by the Company and the Selling Holders whose Registrable Securities are included in such Piggyback Registration in proportion to the number of Shares to be sold by the Company and Registrable Securities to be sold by the Selling Holders, and (y) all Registration Expenses incident to the first Registration

Statement filed during any one-year period shall be borne by the Company. Each of the Company and the Selling Holders will, in any event, pay their respective internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expenses of any annual audit or quarterly review and the expenses of any liability insurance.

2.08 Underwritten Offering.

(a) No Holder may participate in any registration hereunder that is an Underwritten Offering unless such Holder (i) agrees to sell its Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements (including, without limitation, pursuant to the terms of any over-allotment or "green shoe" option requested by the managing underwriters; provided that no Holder will be required to sell more than the number of Registrable Securities that such Holder has requested the Company to include in any registration), (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, and (iii) cooperates with the Company's reasonable requests in connection with such registration or qualification (it being understood that the Company's failure to perform its obligations hereunder, which failure is caused by such Holder's failure to cooperate, will not constitute a breach by the Company of this Agreement); provided that no such Holder shall be required to make any representations or warranties in connection with any such registration other than representations and warranties as to (A) such Holder's ownership of Registrable Securities to be transferred free and clear of all liens, claims, and encumbrances created by such Holder and (B) such Holder's power and authority to effect such transfer; provided further that any obligation of such Holder to indemnify any Person pursuant to any underwriting agreement shall be several, not joint and several, and such liability shall be limited to the net proceeds received by such Holder, as applicable, from the sale of Registrable Securities pursuant to such registration (which proceeds shall include the amount of cash or the fair market value of any assets in exchange for the sale or exchange of such Registrable Securities or that are the subject of a distribution), and the relative liability of each such Holder shall be in proportion to such net proceeds.

2.09 Suspension of Registration.

In the event of a Material Disclosure Event at the time of the filing, initial effectiveness or continued use of a Registration Statement, including a Shelf Registration Statement, the Company may, upon giving at least 10 days' prior written notice of such action to the Holders delay the filing or initial effectiveness of, or suspend use of, such Registration Statement (a "Suspension"); provided, however, that the Company shall not be permitted to exercise a Suspension (i) more than twice during any 12-month period, (ii) for a period exceeding 60 days on any one occasion, (iii) unless for the full period of the Suspension, the Company does not offer or sell securities for its own account, does not permit registered sales by any holder of its securities and prohibits offers and sales by its directors and officers, or (iv) at any time within seven days prior to the anticipated pricing of an Underwritten Offering pursuant to a Demand Registration or within 35 days after the pricing of such an Underwritten Offering. In the case of a Suspension, the Holders will suspend use of the applicable prospectus in connection with any sale or purchase of, or offer to sell or purchase, Registrable Securities, upon receipt of the notice

referred to above. In connection with a Demand Registration, prior to the termination of any Suspension, the Holder that made the request for Demand Registration will be entitled to withdraw its Demand Notice. Upon receipt of notices from all Holders of Registrable Securities included in such Registration Statement to such effect, the Company shall cease all efforts to secure effectiveness of the applicable Registration Statement. The Company shall immediately notify the Holders upon the termination of any Suspension.

2.10 Indemnification.

(a) The Company agrees to indemnify and hold harmless to the fullest extent permitted by law, each Holder, any Person who is or might be deemed to be a controlling person of the Company or any of its subsidiaries within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, their respective direct and indirect general and limited partners, advisory board members, directors, officers, trustees, managers, members, agents, Affiliates and shareholders, and each other Person, if any, who controls any such Holder or controlling person within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each such person being referred to herein as a "Covered Person") against, and pay and reimburse such Covered Persons for any losses, claims, damages, liabilities, joint or several, costs (including, without limitation, costs of preparation and reasonable attorneys' fees and any legal or other fees or expenses incurred by such Covered Person in connections with any investigation or proceeding), expenses, judgments, fines, penalties, charges and amounts paid in settlement (collectively, "Losses" and, individually, each a "Loss") to which such Covered Person may become subject under the Securities Act, the Exchange Act, any state blue sky securities laws, any equivalent non-U.S. securities laws or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, prospectus, preliminary prospectus or free writing prospectus, or any amendment thereof or supplement thereto, or any document incorporated by reference therein, or any other such disclosure document (including reports and other documents filed under the Exchange Act and any document incorporated by reference therein) or other document or report, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation by the Company of any rule or regulation promulgated under the Securities Act or any state securities laws applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, and the Company will pay and reimburse such Covered Persons for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding; provided that the Company shall not be liable in any such case to the extent that any such Loss (or action or proceeding in respect thereof) arises out of or is based upon an untrue statement or alleged untrue statement, or omission or alleged omission, made or incorporated by reference in such Registration Statement, any such prospectus, preliminary prospectus or free writing prospectus or any amendment or supplement thereto, or any document incorporated by reference therein, or any other such disclosure document (including reports and other documents filed under the Exchange Act and any document incorporated by reference therein) or other document or report, or in any application in reliance upon, and in conformity with, the Selling Holder Information. In connection with an Underwritten Offering, the Company, if requested, will indemnify the underwriters, their officers and directors and each Person who controls such

underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Covered Persons and in such other manner as the underwriters may request in accordance with their standard practice.

(b) In connection with any Registration Statement in which a Holder is participating, each such Holder will indemnify and hold harmless the Company, its directors and officers, employees, agents and any Person who is or might be deemed to be a controlling person of the Company or any of its subsidiaries within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any Losses to which such Holder or any such director or officer, any such underwriter or controlling person may become subject under the Securities Act, the Exchange Act, any state blue sky securities laws, any equivalent non-U.S. securities laws or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained in the Registration Statement, prospectus, preliminary prospectus or free writing prospectus, or any amendment thereof or supplement thereto, or in any application or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is made in such Registration Statement, any such prospectus, preliminary prospectus or free writing prospectus, or any amendment or supplement thereto, or in any application, in reliance upon and in conformity with the Selling Holder Information (and except insofar as such Losses arise out of or are based upon any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any underwriter furnished to the Company in writing by such underwriter expressly for use in such Registration Statement), and such Holder will reimburse the Company and each such director, officer, underwriter and controlling Person for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding; provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such Losses (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided further that the obligation to indemnify and hold harmless shall be individual and several to each Holder with respect to its Selling Holder Information and shall be limited to the amount of net proceeds received by such Holder from the sale of Registrable Securities covered by such Registration Statement.

(c) Any Person entitled to indemnification hereunder shall give prompt written notice to the indemnifying party of any claim or the commencement of any proceeding with respect to which it seeks indemnification pursuant hereto; provided, however, that any delay or failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder only to the extent, if at all, that it is actually and materially prejudiced by reason of such delay or failure. The indemnifying party shall have the right, exercisable by giving written notice to an indemnified party promptly after the receipt of written notice from such indemnified party of such claim or proceeding, to assume, at the indemnifying party's expense, the defense of any such claim or proceeding, with counsel reasonably acceptable to such indemnified party; provided that (i) any indemnified party shall have the right to select and employ separate counsel and to participate in the defense of any such claim or proceeding, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (A) the indemnifying party has agreed in writing to pay such fees or expenses or (B) the

indemnifying party shall have failed to assume, or in the event of a conflict of interest cannot assume, the defense of such claim or proceeding within a reasonable time after receipt of notice of such claim or proceeding or fails to employ counsel reasonably satisfactory to such indemnified party or to pursue the defense of such claim in a reasonably vigorous manner or (C) the named parties to any proceeding (including impleaded parties) include both such indemnified and the indemnifying party, and such indemnified party has reasonably concluded (based upon advice of its counsel) that there may be legal defenses available to it that are inconsistent with those available to the indemnifying party or that a conflict of interest is likely to exist among such indemnified party and any other indemnified parties (in which case the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party); and (ii) subject to clause (i)(C) above, the indemnifying party shall not, in connection with any one such claim or proceeding or separate but substantially similar or related claims or proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one firm of attorneys (together with appropriate local counsel) at any time for all of the indemnified parties, or for fees and expenses that are not reasonable. Whether or not the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action without the consent of the indemnified party. No indemnifying party shall consent to entry of any judgment or enter into any settlement which (x) does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release, in form and substance reasonably satisfactory to the indemnified party, from all liability in respect of such claim or litigation for which such indemnified party would be entitled to indemnification hereunder or (y) involves the imposition of equitable remedies or the imposition of any obligations on the indemnified party or adversely affects such indemnified party other than as a result of financial obligations for which such indemnified party would be entitled to indemnification hereunder.

(d) If the indemnification provided for in this Section 2.10 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any Losses (other than in accordance with its terms), then the indemnifying party, in lieu of indemnifying such indemnified party thereunder, will contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. The relevant fault of the indemnifying party and the indemnified party will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding the foregoing, the amount any Holder will be obligated to contribute pursuant to this Section 2.10(d) will be limited to an amount equal to the net proceeds to such Holder from the Registrable Securities sold pursuant to the Registration Statement which gives rise to such obligation to contribute (less the aggregate amount of any damages which the Holder has otherwise been required to pay in respect of such Loss or any substantially similar Loss arising from the sale of such Registrable Securities). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(e) To the extent that any of the Holders is, or would be expected to be, deemed to be an underwriter of Registrable Securities pursuant to any SEC comments or policies or any court of law or otherwise, the Company agrees that (i) the indemnification and contribution provisions contained in this Section 2.10 shall be applicable to the benefit of such Holder in its role as deemed underwriter in addition to its capacity as a Holder (so long as the amount for which any other Holder is or becomes responsible does not exceed the amount for which such Holder would be responsible if the Holder were not deemed to be an underwriter of Registrable Securities) and (ii) such Holder and its representatives shall be entitled to conduct the due diligence which would normally be conducted in connection with an offering of securities registered under the Securities Act, including receipt of customary opinions and comfort letters.

(f) The indemnification provided for under this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and will survive the registration and sale of any securities by any Person entitled to any indemnification hereunder and the expiration or termination of this Agreement.

2.11 Conversion of Other Securities.

If any Holder offers any options, rights, warrants or other securities issued by it that are offered with, convertible into or exercisable or exchangeable for any Registrable Securities, the Registrable Securities underlying such options, rights, warrants or other securities shall be eligible for registration pursuant to Sections 2.01, 2.02 and 2.04 hereof.

2.12 Rule 144; Rule 144A.

The Company shall use its reasonable best efforts to file in a timely fashion all reports and other documents required to be filed by it under the Securities Act and the Exchange Act and shall take such further action as the Holders may reasonably request, all to the extent required by the SEC as a condition to the availability of Rule 144, Rule 144A or any similar rule or regulation hereafter adopted by the SEC under the Securities Act.

2.13 Transfer of Registration Rights.

(a) Any Holder may transfer all or any portion of its rights under this Agreement upon the transfer of Registrable Securities to any member of the Leonardo Affiliated Group or upon transfer of Registrable Securities constituting not less than 5% of the outstanding shares of Common Stock of the Company (including any securities described in clause (ii) of the definition of Registrable Securities) to any transferee not a member of the Leonardo Affiliated Group. Any such transfer shall be effective upon receipt by the Company of written notice from the transferor stating the name and address of the transferee and identifying the amount of Registrable Securities with respect to which rights under this Agreement are being transferred. Any such transferee shall enter into a Joinder Agreement substantially in the form of Exhibit A hereto at the time of the transfer.

(b) The Registrable Securities are restricted securities under the Securities Act and may not be offered or sold except pursuant to an effective registration statement or an available exemption from registration under the Securities Act. Accordingly, the Holders shall

not, directly or through others, offer or sell any shares of Registrable Securities except pursuant to a Registration Statement as contemplated herein or pursuant to Rule 144 or another exemption from registration under the Securities Act, if available. Prior to any transfer of Registrable Securities other than pursuant to an effective registration statement, the Holders shall notify the Company of such transfer and the Company may require the Holders to provide, prior to such transfer, such evidence that the transfer will comply with the Securities Act (including written representations or an opinion of counsel) as the Company may reasonably request. The Company may impose stop-transfer instructions with respect to any shares of Registrable Securities that are to be transferred in contravention of this Agreement.

ARTICLE III
PROVISIONS APPLICABLE TO ALL DISPOSITIONS OF REGISTRABLE SECURITIES BY LEONARDO AFFILIATED GROUP MEMBERS

3.01 Underwriter Selection.

In any offering of Registrable Securities in which a member of the Leonardo Affiliated Group is a Selling Holder, other than pursuant to a Piggyback Registration, the members of the Leonardo Affiliated Group participating in such offering shall have the sole right to select the managing underwriters to arrange such Underwritten Offering, which shall be investment banking institutions of international standing.

3.02 Cooperation with Sales.

In addition to the provisions of Section 2.06 hereof applicable to sales of Registrable Securities pursuant to a registration, in connection with any sale or disposition of Registrable Securities by any member of the Leonardo Affiliated Group, the Company shall provide full cooperation, including:

(a) providing access to employees, management and company records to any purchaser or potential purchaser, and to any underwriters, initial purchasers, brokers, dealers or agents involved in any sale or disposition, subject to entry into customary confidentiality arrangements;

(b) participation in road shows, investor and analyst meetings, conference calls and similar activities;

(c) using reasonable best efforts to obtain customary auditor comfort letters and legal opinions;

(d) entering into customary underwriting and other agreements;

(e) using reasonable best efforts to obtain any regulatory approval or relief necessary for any proposed sale or disposition; and

(f) filing of registration statements with the SEC or with other authorities or making other regulatory or similar filings necessary or advisable in order to facilitate any sale or disposition.

3.03 Further Assurances.

The Company shall use its reasonable best efforts to cooperate with and facilitate, and shall not interfere with, the disposition by members of the Leonardo Affiliated Group of their holdings of Registrable Securities.

ARTICLE IV
MISCELLANEOUS

4.01 Term.

This Agreement shall terminate upon such time as no Registrable Securities remain outstanding, except for the provisions of Sections 2.07, 2.10, and this Article IV which shall survive such termination.

4.02 Other Holder Activities.

Notwithstanding anything in this Agreement, none of the provisions of this Agreement shall in any way limit a Holder or any of its Affiliates from engaging in any brokerage, investment advisory, financial advisory, financing, asset management, trading, market making, arbitrage, investment activity and other similar activities conducted in the ordinary course of their business.

4.03 No Inconsistent Agreements.

(a) The Company represents and warrants that it has not entered into and covenants and agrees that it will not enter into, any agreement with respect to its securities which is inconsistent with, more favorable than or violates the rights granted to the Holders of Registrable Securities in this Agreement.

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

4.04 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.

4.05 No Third-Party Beneficiaries.

Other than as set forth in Section 2.10 with respect to the indemnified parties 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 any Joinder Agreement substantially in the form of

Exhibit A hereto (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.

4.06 Entire Agreement.

Subject to Section 4.03(b) and except as otherwise expressly provided herein, this Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both written and oral, between or on behalf of Leonardo S.p.A. or its Affiliates, on the one hand, and the Company or its Affiliates (but not including any member of the Leonardo Affiliated Group), on the other hand, with respect to the subject matter of this Agreement.

4.07 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.

4.08 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 or other electronic imaging means (including in pdf or tif format sent by electronic mail) by a party to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic imaging means as if the original had been received.

4.09 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 party 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.

4.10 GOVERNING 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.

4.11 WAIVER OF JURY TRIAL.

EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

4.12 Jurisdiction; Venue.

Any suit, action or proceeding relating to this Agreement shall be brought exclusively in the United States District Court for the Southern District of New York or in the courts of the State of New York, in each case located in New York County, New York. The parties hereby consent to the exclusive jurisdiction of such courts for any such suit, action or proceeding, and irrevocably waive, to the fullest extent permitted by law, any objection to such courts that they may now or hereafter have based on improper venue or *forum non conveniens*.

4.13 Notice.

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 a nationally 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 4.13:

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, LLC
1235 South Clark Street, Suite 700
Arlington, VA 22002

[*Signature Pages Follow*]

In witness whereof, the parties have caused this Registration Rights Agreement to be executed and delivered as of the date first above written.

LEONARDO DRS, INC.

By: /s/ Michael D. Dippold
Name: Michael D. Dippold
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Registration Rights Agreement]

LEONARDO – SOCIETÀ PER AZIONI

By: /s/ Alessandro Profumo
Name: Alessandro Profumo
Title: CEO

[Signature Page to Registration Rights Agreement]

LEONARDO US HOLDING, LLC

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

[Signature Page to Registration Rights Agreement]

Exhibit A

JOINDER AGREEMENT

Reference is made to the Registration Rights Agreement, dated as of [●], 2022 (as amended from time to time, the "Registration Rights Agreement"), by and among Leonardo DRS, Inc., Leonardo società per azioni, Leonardo US Holding, LLC and the other parties thereto, if any. The undersigned agrees, by execution hereof, to become a party to, and to be subject to the rights and obligations of a Holder under the Registration Rights Agreement.

[NAME OF TRANSFEREE]

By: _____
Name:
Title:

Date:
Address:

[Signature Page to Joinder Agreement]

Acknowledged by:

LEONARDO DRS, INC

By: _____
Name:
Title:

[Signature Page to Joinder Agreement]

COOPERATION AGREEMENT

AMONG

LEONARDO DRS, INC.,

LEONARDO S.P.A.

AND

LEONARDO US HOLDING, LLC

DATED AS OF NOVEMBER 28, 2022

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COOPERATION AGREEMENT

This Cooperation Agreement, dated as of November 28, 2022 (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 LLC, a Delaware limited liability company ("US Holding") (each a "Party" and, collectively, the "Parties").

RECITALS:

WHEREAS, RADA Electronic Industries Ltd., a company organized under the laws of the State of Israel ("RADA"), the Company and Blackstart Ltd, a company organized under the laws of the State of Israel and a wholly owned Subsidiary of the Company ("Merger Sub") have entered into an Agreement and Plan of Merger, dated as of June 21, 2022 (as it may be supplemented, amended or restated from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will merge with and into RADA (the "Merger") with RADA surviving the Merger, pursuant to the provisions of Sections 314-327 of the Companies Law 5759-1999 of the State of Israel; and

WHEREAS, the Parties hereto wish to set forth certain agreements that will govern certain matters between them following the Closing (as defined below), which is occurring contemporaneously with the execution and delivery of this Agreement.

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).

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such other Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") when used with respect to any Person, means the possession directly or indirectly, of the power to cause the direction of the management or policies of such Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

"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.

"Closing" means the closing of the Merger in accordance with the Merger Agreement.

"Change of Control Transaction" means any transaction or series of transactions (including any tender offer or other stock acquisition (whether from existing stockholders or the Company), reorganization, merger or consolidation), that results or would result in (a) the holders of the Voting Securities of the Company immediately prior to such transaction or series of related transactions ceasing to hold, immediately after such transaction or series of transactions, a majority of the total outstanding Voting Securities of the surviving Person in such transaction or series of transactions (or the ultimate parent entity thereof), (b) in excess of 50% of the Total Voting Power of the surviving Person in such transaction or series of transactions being beneficially owned (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) directly or indirectly by any Person (including a group within the meaning of Rule 13d-5 of the Exchange Act), other than US Holding or any member of the Leonardo Affiliated Group, or (c) the sale, lease, transfer, disposition or other conveyance of all or substantially all of the assets of the Company and its Subsidiaries on a consolidated basis.

"Commitment Letter" means the Commitment Letter dated as of February 26, 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.

"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, entered into concurrently herewith, 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.

"Leonardo Affiliated Group" means Leonardo S.p.A. and its Affiliates (including, for the avoidance of doubt, US Holding, but excluding the Company and its subsidiaries).

"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.

"Total Voting Power" means, at any time, the total number of Votes represented by all Voting Securities outstanding at such time.

"Transfer" means any direct or indirect sale, transfer or other similar disposition (whether by merger, consolidation or otherwise by operation of law) to any Person.

"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.

"Votes" means votes entitled to be cast generally in the election of directors of the board of directors of any corporation or corresponding governing body of any other legal entity, and in the case of the Company, the Board of Directors and assuming the conversion of any securities of the Company then convertible into Common Stock or shares of any other class of capital stock of the Company then entitled to vote generally in the election of directors.

"Voting Securities" means shares of any class of capital stock or other equity interests of any corporation or other legal entity then entitled to vote generally in the election of directors or other governing body of such entity, and in the case of the Company, includes the Common Stock.

"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 the date 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 Closing, 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 Closing 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 Closing, 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; and 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; and 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 (3) 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 (3) 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, 3.04(a)(ii), 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 or potential 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 Affiliated 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 (2) years following the Threshold Date (the last day of such period, the "Termination Date"), subject to an extension of up to ten (10) 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.

4.03. Transfer Restrictions.

On or prior to the earlier of the six (6) month anniversary of the Closing and the occurrence of a Change of Control Transaction contemplated by clause (a) below, neither Leonardo S.p.A. nor US Holding shall, nor shall they permit any other member of the Leonardo Affiliated Group to, Transfer any Voting Securities of the Company that are beneficially owned thereby, except for:

(a) Transfers made pursuant to a Change of Control Transaction in which all shareholders of the Company (including any member of the Leonardo Affiliated Group) are entitled to participate (on a *pro rata* basis) and are entitled to the same per share consideration (in form and amount) to be received in such transaction by, or to make the same election with

respect to the per share consideration as, US Holding and any other member of the Leonardo Affiliated Group (or if such consideration is not cash or publicly traded on a stock exchange in the United States, an equivalent cash amount); or

(b) Transfers to one or more Affiliates that agrees or agree to be bound by the terms of this Agreement.

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, resulting from 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, resulting from 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.

6.05. 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, LLC
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 disclosed in connection with any registration statement filed in connection with the Merger or 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: /s/ William J. Lynn III
Name: William J. Lynn III
Title: Chief Executive Officer

[*Signature Page to Cooperation Agreement*]

LEONARDO – SOCIETÀ PER AZIONI

By: /s/ Alessandro Profumo
Name: Alessandro Profumo
Title: CEO

[*Signature Page to Cooperation Agreement*]

LEONARDO US HOLDING, LLC

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

[*Signature Page to Cooperation Agreement*]

Leonardo DRS, Inc.
2022 OMNIBUS EQUITY COMPENSATION PLAN

ARTICLE I
GENERAL

1.1 Purpose

The purpose of the Leonardo DRS, Inc. 2022 Omnibus Equity Compensation Plan (as amended from time to time, the "**Plan**") is to help the Company (as hereinafter defined): (1) attract, retain and motivate key employees (including prospective employees), consultants and non-employee directors of Leonardo DRS, Inc., a Delaware corporation (the "**Company**"); (2) align the interests of such persons with the Company's stockholders; and (3) promote ownership of the Company's equity.

1.2 Definitions of Certain Terms

For purposes of this Plan, the following terms have the meanings set forth below:

1.2.1 "**Acquisition Awards**" has the meaning set forth in Section 1.6.1.

1.2.2 "**Affiliate**" shall have the meaning set forth in Rule 12b-2 promulgated under section 12 of the Exchange Act.

1.2.3 "**Award**" means an award made pursuant to the Plan.

1.2.4 "**Award Agreement**" means the written document by which each Award is evidenced, and which may, but need not be (as determined by the Committee) executed or acknowledged (including any electronic acceptance or acknowledgement) by a Participant as a condition to receiving an Award, and which sets forth the terms and provisions applicable to Awards granted under the Plan to such Participant. Any reference herein to an agreement in writing will be deemed to include an electronic writing to the extent permitted by applicable law.

1.2.5 "**Board**" means the Board of Directors of the Company.

1.2.6 "**Business Combination**" has the meaning provided in Section 1.2.9(c).

1.2.7 "**Cause**" means (a) with respect to a Participant employed pursuant to a written employment agreement which agreement includes a definition of "Cause," "Cause" as defined in that agreement or (b) with respect to any other Participant, the occurrence of any of the following: (i) the Participant's repeated or continued failure to perform his or her duties to the Company's satisfaction (other than any such failure resulting from incapacity due to physical or mental illness), as determined in the Company's sole discretion; (ii) the Participant's engagement in dishonesty, illegal conduct or misconduct; (iii) the Participant's embezzlement, misappropriation or fraud, whether or not related to the Participant's employment with the Company; (iv) the Participant's conviction of, or plea of guilty or nolo contendere to, a crime that constitutes a felony (or state law equivalent) or crime that constitutes a misdemeanor

involving moral turpitude; or (v) the Participant's violations of the Company's code of ethics and business conduct, as amended from time to time, as determined in the Company's sole discretion.

1.2.8 "**Certificate**" means a stock certificate (or other appropriate document or evidence of ownership) representing Shares.

1.2.9 "**Change in Control**" means:

(a) during any period of 12 months, individuals who constitute the Board as of the date hereof (the "**Incumbent Directors**") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the beginning of such period, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) will be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or publicly threatened election contest with respect to directors or as a result of any other actual or publicly threatened solicitation of proxies by or on behalf of any person other than the Board will be deemed to be an Incumbent Director; provided, further, that this Section 1.2.9(a) shall not be in effect until there are no Leonardo S.p.A "Proxy Holders" (as defined in the Proxy Agreement between Leonardo S.p.A, the Company and other parties thereto, dated as of October 26, 2017) on the Board;

(b) any "person" (as such term is defined in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act), becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then-outstanding securities eligible to vote for the election of the Board ("**Company Voting Securities**"); provided, however, that the event described in this paragraph (b) will not be deemed to be a Change in Control by virtue of the ownership, or acquisition, of Company Voting Securities: (A) by the Company, (B) by any employee benefit plan (or related trust) sponsored or maintained by the Company, (C) by any underwriter temporarily holding securities pursuant to an offering of such securities, (D) pursuant to a Non-Qualifying Transaction (as defined in paragraph (c) of this definition), or (E) by Leonardo S.p.A or any of its direct or indirect Subsidiaries;

(c) the consummation of a merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Company that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "**Business Combination**"), excluding such a Business Combination with Leonardo S.p.A or any of its direct or indirect subsidiaries, unless immediately following such Business Combination: (A) more than 60% of the total voting power of (x) the entity resulting from such Business Combination (the "**Surviving Entity**"), or (y) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of at least 95% of the voting power, is represented by Company Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which such Company

Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company Voting Securities among the holders thereof immediately prior to the Business Combination, (B) no person (other than Leonardo S.p.A or any employee benefit plan (or related trust) sponsored or maintained by the Surviving Entity or the parent), becomes the beneficial owner, directly or indirectly, of 30% or more of the total voting power of the outstanding voting securities eligible to elect directors of the parent (or, if there is no parent, the Surviving Entity) and (C) at least a majority of the members of the board of directors of the parent (or, if there is no parent, the Surviving Entity) following the consummation of the Business Combination were Incumbent Directors at the time of the Board's approval of the execution of the initial agreement providing for such Business Combination (any Business Combination which satisfies all of the criteria specified in (A), (B) and (C) of this paragraph (c) will be deemed to be a "**Non-Qualifying Transaction**"); or

(d) the consummation of a sale of all or substantially all of the Company's assets (other than to Leonardo S.p.A or any of its direct or indirect Subsidiaries or an Affiliate of the Company); or

(e) the Company's stockholders approve a plan of complete liquidation or dissolution of the Company.

Notwithstanding the foregoing, a Change in Control will not be deemed to occur solely because any person acquires beneficial ownership of more than 30% of the Company Voting Securities as a result of the acquisition of Company Voting Securities by the Company which reduces the number of Company Voting Securities outstanding; provided that if after such acquisition by the Company such person (other than Leonardo S.p.A or any of its direct or indirect Subsidiaries) becomes the beneficial owner of additional Company Voting Securities that increases the percentage of outstanding Company Voting Securities beneficially owned by such person, a Change in Control will then occur.

1.2.10 "**Code**" means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto, and the applicable rulings and regulations thereunder.

1.2.11 "**Committee**" has the meaning set forth in Section 1.3.1.

1.2.12 "**Common Stock**" means the common stock of the Company, par value $0.01 per share, and any other securities or property issued in exchange therefor or in lieu thereof pursuant to Section 1.6.3.

1.2.13 "**Company**" means Leonardo DRS, Inc., and any successor entity thereto.

1.2.14 "**Company Voting Securities**" has the meaning provided in the definition of Change in Control.

1.2.15 "**Consent**" has the meaning set forth in Section 3.3.2.

1.2.16 "**Consultant**" means any individual (other than a non-employee director), corporation, partnership, limited liability company or other entity that provides bona fide consulting or advisory services to the Company.

1.2.17 "**Covered Person**" has the meaning set forth in Section 1.3.4.

1.2.18 "**Director**" means a member of the Board.

1.2.19 "**Disability**" means, unless otherwise defined in an employment agreement between the Participant and the Company, a Participant's inability to perform the duties of his or her employment on a full-time basis for six (6) consecutive months, as determined by the Committee.

1.2.20 "**Effective Date**" has the meaning set forth in Section 3.25.

1.2.21 "**Employee**" means a regular, active employee or a prospective employee of the Company, but not including a non-employee director.

1.2.22 "**Employment**" means a Participant's performance of services for the Company, as determined by the Committee. The terms "employ" and "employed" will have their correlative meanings. The Committee in its sole discretion may determine (a) whether and when a Participant's leave of absence results in a termination of Employment, (b) whether and when a change in a Participant's association with the Company results in a termination of Employment and (c) the impact, if any, of any such leave of absence or change in association on outstanding Awards. Unless expressly provided otherwise, any references in the Plan or any Award Agreement to a Participant's Employment being terminated will include both voluntary and involuntary terminations.

1.2.23 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, or any successor thereto, and the applicable rules and regulations thereunder.

1.2.24 "**Fair Market Value**" means, with respect to a Share, the closing price reported for the Common Stock on the applicable date as reported on the NASDAQ Stock Market or, if not so reported, as determined in accordance with a valuation methodology approved by the Committee, unless determined as otherwise specified herein. For purposes of the grant of any Award, the applicable date will be the trading day on which the Award is granted or, if the date the Award is granted is not a trading day, the trading day immediately prior to the date the Award is granted. For purposes of the exercise of any Award, the applicable date is the date a notice of exercise is received by the Company or, if such date is not a trading day, the trading day immediately following the date a notice of exercise is received by the Company.

1.2.25 "**Good Reason**" means, following a Change in Control, (a) with respect to a Participant employed pursuant to a written employment agreement which agreement includes a definition of "Good Reason," "Good Reason" as defined in that agreement or (b) with respect to any other Participant, the occurrence of any of the following in the absence of the Participant's written consent: (i) a material diminution in the Participant's authority, duties, or responsibilities

(other than temporarily while the Participant is physically or mentally incapacitated or as required by law), (ii) a material diminution in the Participant's base salary, (iii) the relocation of the Participant's principal place of employment to a location more than fifty (50) miles from the Participant's principal place of employment immediately prior to the Change in Control, which constitutes a material adverse change in the geographic location with respect to such Participant or (iv) the Company's material breach of any employment agreement to which the Company and the Participant are party at the time of such breach; provided that in any case such event is not cured by the Company (if susceptible to cure by the Company) within thirty (30) days after the Company has received written notice from the affected Participant within ninety (90) days of the initial existence of the event or condition constituting Good Reason specifying the particular events or conditions which constitute Good Reason.

1.2.26 "**Incentive Stock Option**" means a stock option to purchase Shares that is intended to be an "incentive stock option" within the meaning of Sections 421 and 422 of the Code, as now constituted or subsequently amended, or pursuant to a successor provision of the Code, and which is designated as an Incentive Stock Option in the applicable Award Agreement.

1.2.27 "**Incumbent Directors**" has the meaning provided in the definition of Change in Control.

1.2.28 "**Non-Qualifying Transaction**" has the meaning provided in the definition of Change in Control.

1.2.29 "**Other Stock-Based or Cash-Based Awards**" has the meaning set forth in Section 2.8.1.

1.2.30 "**Participant**" means an Employee, Consultant or non-employee director who receives an Award.

1.2.31 "**Performance-Based Awards**" means certain Other Stock-Based or Cash-Based Awards granted pursuant to Section 2.8.2.

1.2.32 "**Performance Criteria**" has the meaning set forth in Section 2.8.2.

1.2.33 "**Performance Goals**" means the performance goals established by the Committee in connection with the grant of Awards, which may or may not be based on Performance Criteria.

1.2.34 "**Plan**" has the meaning set forth in Section 1.1.

1.2.35 "**Plan Action**" has the meaning set forth in Section 3.3.1.

1.2.36 "**Section 409A**" means Section 409A of the Code, including any amendments or successor provisions to that section, and any regulations and other administrative guidance thereunder, in each case as they may be from time to time amended or interpreted through further administrative guidance.

1.2.37 "**Securities Act**" means the Securities Act of 1933, as amended from time to time, or any successor thereto, and the applicable rules and regulations thereunder.

1.2.38 "**Share Limit**" has the meaning set forth in Section 1.6.1.

1.2.39 "**Shares**" means shares of Common Stock.

1.2.40 "**Subsidiary**" means any corporation, partnership, limited liability company or other legal entity in which the Company, directly or indirectly, owns stock or other equity interests possessing 25% or more of the total combined voting power of all classes of the then-outstanding stock or other equity interests.

1.2.41 "**Surviving Entity**" has the meaning provided in the definition of Change in Control.

1.2.42 "**Ten Percent Stockholder**" means a person owning stock possessing more than 10% of the total combined voting power of all classes of stock of the Company and of any Subsidiary or parent corporation of the Company.

1.2.43 "**Treasury Regulations**" means the regulations promulgated under the Code by the United States Treasury Department, as amended.

1.3 Administration

1.3.1 The Compensation Committee of the Board (as constituted from time to time, and including any successor committee, the "**Committee**") will administer the Plan. In particular, the Committee will have the authority in its sole discretion to:

(a) exercise all of the powers granted to it under the Plan;

(b) construe, interpret and implement the Plan and all Award Agreements;

(c) prescribe, amend and rescind rules and regulations relating to the Plan, including rules governing the Committee's own operations;

(d) make all determinations necessary or advisable in administering the Plan;

(e) correct any defect, supply any omission and reconcile any inconsistency in the Plan;

(f) amend the Plan to reflect changes in applicable law;

(g) grant, or recommend to the Board for approval to grant, Awards and determine who will receive Awards, when such Awards will be granted and the terms of such Awards, including setting forth provisions with regard to the effect of a termination of Employment on such Awards and conditioning the vesting of, or the lapsing of any applicable

vesting restrictions or other vesting conditions on, Awards upon the attainment of Performance Goals and/or upon continued service;

(h) amend any outstanding Award Agreement in any respect including, without limitation, to

(1) accelerate the time or times at which the Award becomes vested, unrestricted or may be exercised (and, in connection with such acceleration, the Committee may provide that any Shares acquired pursuant to such Award will be restricted Shares, which are subject to vesting, transfer, forfeiture or repayment provisions similar to those in the Participant's underlying Award),

(2) accelerate the time or times at which Shares are delivered under the Award (and, without limitation on the Committee's rights, in connection with such acceleration, the Committee may provide that any Shares delivered pursuant to such Award will be restricted Shares, which are subject to vesting, transfer, forfeiture or repayment provisions similar to those in the Participant's underlying Award),

(3) waive or amend any goals, restrictions, vesting provisions or conditions set forth in such Award Agreement, or impose new goals, restrictions, vesting provisions and conditions or

(4) reflect a change in the Participant's circumstances (*e.g.*, a change to part-time employment status or a change in position, duties or responsibilities); and

(i) determine at any time whether, to what extent and under what circumstances and method or methods, subject to Section 3.14,

(1) Awards may be

(A) settled in cash, Shares, other securities, other Awards or other property (in which event, the Committee may specify what other effects such settlement will have on the Participant's Award, including the effect on any repayment provisions under the Plan or Award Agreement),

(B) exercised or

(C) canceled, forfeited or suspended,

(2) Shares, other securities, other Awards or other property and other amounts payable with respect to an Award may be deferred either automatically or at the election of the Participant thereof or of the Committee,

(3) Awards may be settled by the Company, any of its Subsidiaries or Affiliates or any of their designees and

(4) the exercise price for any stock option (other than an Incentive Stock Option, unless the Committee determines that such a stock option will no longer constitute an Incentive Stock Option) or stock appreciation right may be reset subject to Section 3.20.

1.3.2 Actions of the Committee may be taken by the vote of a majority of its members present at a meeting (which may be held telephonically). Any action may be taken by a written instrument signed by a majority of the Committee members, and action so taken will be as fully effective as if it had been taken by a vote at a meeting. The determination of the Committee on all matters relating to the Plan or any Award Agreement will be final, binding and conclusive. The Committee may allocate among its members and delegate to any person who is not a member of the Committee, or to any administrative group within the Company, any of its powers, responsibilities or duties. Except as specifically provided to the contrary, references to the Committee include any administrative group, individual or individuals to whom the Committee has delegated its duties and powers.

1.3.3 Notwithstanding anything to the contrary contained herein, the Board may, in its sole discretion, at any time and from time to time, grant Awards or administer the Plan. In any such case, the Board will have all of the authority and responsibility granted to the Committee herein.

1.3.4 No member of the Committee, Board or any person to whom the Committee delegates its powers, responsibilities or duties in writing, including by resolution (each such person, a "**Covered Person**"), will have any liability to any person (including any Participant) for any action taken or omitted to be taken or any determination made with respect to the Plan or any Award, except as expressly provided by statute. Each Covered Person will be indemnified and held harmless by the Company against and from:

(a) any loss, cost, liability or expense (including attorneys' fees) that may be imposed upon or incurred by such Covered Person in connection with or resulting from any action, suit or proceeding to which such Covered Person may be a party or in which such Covered Person may be involved by reason of any action taken or omitted to be taken under the Plan or any Award Agreement, in each case, in good faith and

(b) any and all amounts paid by such Covered Person, with the Company's approval, in settlement thereof, or paid by such Covered Person in satisfaction of any judgment in any such action, suit or proceeding against such Covered Person, provided that the Company will have the right, at its own expense, to assume and defend any such action, suit or proceeding and, once the Company gives notice of its intent to assume the defense, the Company will have sole control over such defense with counsel of the Company's choice.

The foregoing right of indemnification will not be available to a Covered Person to the extent that a court of competent jurisdiction in a final judgment or other final adjudication, in either case, not subject to further appeal, determines that the acts or omissions of such Covered Person giving rise to the indemnification claim resulted from such Covered Person's bad faith, fraud or willful misconduct. The foregoing right of indemnification will not be exclusive of any

other rights of indemnification to which Covered Persons may be entitled under the Company's certificate of incorporation or bylaws, pursuant to any individual indemnification agreements between such Covered Person and the Company, as a matter of law, or otherwise, or any other power that the Company may have to indemnify such persons or hold them harmless.

1.4 Persons Eligible for Awards

Awards under the Plan may be made to Employees, Consultants and non-employee directors.

1.5 Types of Awards Under Plan

Awards may be made under the Plan in the form of cash-based or stock-based Awards. Stock-based Awards may be in the form of any of the following, in each case in respect of Common Stock:

(a) stock options,

(b) stock appreciation rights,

(c) restricted Shares,

(d) restricted stock units,

(e) dividend equivalent rights and

(f) other equity-based or equity-related Awards (as further described in Section 2.8), that the Committee determines to be consistent with the purposes of the Plan and the interests of the Company.

1.6 Shares of Common Stock Available for Awards

1.6.1 **Shares Subject to the Plan**. Subject to the other provisions of this Section 1.6, the total number of Shares that may be granted under the Plan will be 12,416,484 (the **"Share Limit**"). Shares of Common Stock subject to awards that are assumed, converted or substituted under the Plan as a result of the Company's acquisition of another company (including by way of merger, combination or similar transaction) ("**Acquisition Awards**") will not count against the number of Shares that may be granted under the Plan. Available Shares under a stockholder approved plan of an acquired company (as appropriately adjusted to reflect the transaction) may be used for Awards under the Plan and do not reduce the maximum number of Shares available for grant under the Plan, subject to applicable stock exchange requirements.

1.6.2 **Replacement of Shares**. Shares subject to an Award that is forfeited (including any restricted Shares repurchased by the Company at the same price paid by the Participant so that such Shares are returned to the Company), expires or is settled for cash (in whole or in part), to the extent of such forfeiture, expiration or cash settlement will be available for future grants of Awards under the Plan and will be added back in the same number of Shares as were deducted in

respect of the grant of such Award. The payment of dividend equivalent rights in cash in conjunction with any outstanding Awards will not be counted against the Shares available for issuance under the Plan. In the case of stock appreciation rights, the difference between the number of Shares covered by the exercised portion of the stock appreciation right and the number of Shares actually delivered upon exercise shall not be restored or available for future issuance under the Plan. Shares tendered by a Participant or withheld by the Company in payment of the exercise price of a stock option or to satisfy any tax withholding obligation with respect to an Award will not again be available for Awards. Shares repurchased using stock option proceeds will not be made available for future issuance of Awards.

1.6.3 **Adjustments**. The Committee will:

(a) adjust the number and type of property or securities authorized pursuant to Section 1.6.1,

(b) adjust the individual Participant limitations set forth in Sections 1.6, 2.4.1 and 2.5.1,

(c) adjust the number and type of property or securities set forth in Section 2.3.2 that can be issued through Incentive Stock Options and

(d) adjust the terms of any outstanding Awards (including, without limitation, the number of Shares covered by each outstanding Award, the type of property or securities to which the Award relates and the exercise or strike price of any Award),

in such manner as it deems appropriate (including, without limitation, by payment of cash) to prevent the enlargement or dilution of rights, as a result of any increase or decrease in the number of issued Shares (or issuance of securities other than Shares) resulting from a recapitalization, stock split, reverse stock split, stock dividend, spinoff, split up, combination, reclassification or exchange of Shares, merger, consolidation, rights offering, separation, reorganization or liquidation or any other change in the corporate structure or Shares, including any extraordinary dividend or extraordinary distribution; provided that no such adjustment may be made if or to the extent that it would cause an outstanding Award to cease to be exempt from, or to fail to comply with, Section 409A of the Code.

ARTICLE II
AWARDS UNDER THE PLAN

2.1 Agreements Evidencing Awards

Each Award granted under the Plan will be evidenced by an Award Agreement that will contain such provisions and conditions as the Committee deems appropriate. Unless otherwise provided herein, the Committee may grant Awards in tandem with or, subject to Section 3.14, in substitution for or satisfaction of any other Award or Awards granted under the Plan or any award granted under any other plan of the Company. By accepting an Award

pursuant to the Plan, a Participant thereby agrees that the Award will be subject to all of the terms and provisions of the Plan and the applicable Award Agreement.

2.2 No Rights as a Stockholder

No Participant (or other person having rights pursuant to an Award) will have any of the rights of a stockholder of the Company with respect to Shares subject to an Award until the delivery of such Shares. Except as otherwise provided in Section 1.6.3, no adjustments will be made for dividends, distributions or other rights (whether ordinary or extraordinary, and whether in cash, Common Stock, other securities or other property) for which the record date is before the date the Certificates for the Shares are delivered, or in the event the Committee elects to use another system, such as book entries by the transfer agent, before the date in which such system evidences the Participant's ownership of such Shares.

2.3 Options

2.3.1 **Grant**. Stock options may be granted to eligible recipients in such number and at such times during the term of the Plan as the Committee may determine; provided, however, that the maximum number of Shares as to which stock options may be granted under the Plan to any one individual in any fiscal year may not exceed the Share Limit (as adjusted pursuant to the provisions of Section 1.6.3).

2.3.2 **Incentive Stock Options**. At the time of grant, the Committee will determine:

(a) whether all or any part of a stock option granted to an eligible Employee will be an Incentive Stock Option and

(b) the number of Shares subject to such Incentive Stock Option; provided, however, that

(1) the aggregate Fair Market Value (determined as of the time the option is granted) of the stock with respect to which Incentive Stock Options are exercisable for the first time by an eligible Employee during any fiscal year (under all such plans of the Company and of any Subsidiary or parent corporation of the Company) may not exceed $100,000 and

(2) no Incentive Stock Option (other than an Incentive Stock Option that may be assumed or issued by the Company in connection with a transaction to which Section 424(a) of the Code applies) may be granted to a person who is not eligible to receive an Incentive Stock Option under the Code.

The form of any stock option which is entirely or in part an Incentive Stock Option will clearly indicate that such stock option is an Incentive Stock Option or, if applicable, the number of Shares subject to the Incentive Stock Option. No more than the Share Limit (as adjusted pursuant to the provisions of Section 1.6.3) that can be delivered under the Plan may be issued through Incentive Stock Options.

2.3.3 **Exercise Price**. The exercise price per Share with respect to each stock option will be determined by the Committee but, except for Acquisition Awards or as otherwise permitted by Section 1.6.3, may never be less than the Fair Market Value of a share of Common Stock (or, in the case of an Incentive Stock Option granted to a Ten Percent Stockholder, 110% of the Fair Market Value). Unless otherwise noted in the Award Agreement, the Fair Market Value of the Common Stock will be its Fair Market Value on the date of grant of the Award of stock options.

2.3.4 **Term of Stock Option**. In no event will any stock option be exercisable after the expiration of 10 years (or, in the case of an Incentive Stock Option granted to a Ten Percent Stockholder, 5 years) from the date on which the stock option is granted.

2.3.5 **Vesting and Exercise of Stock Option and Payment for Shares**. A stock option may vest and be exercised at such time or times and subject to such terms and conditions as will be determined by the Committee at the time the stock option is granted and set forth in the Award Agreement. Subject to any limitations in the applicable Award Agreement, any Shares not acquired pursuant to the exercise of a stock option on the applicable vesting date may be acquired thereafter at any time before the final expiration of the stock option.

To exercise a stock option, the Participant must give written notice or, to the extent permitted by the Company, electronic notice to the Company specifying the number of Shares to be acquired and accompanied by payment of the full purchase price therefor in cash or by certified or official bank check, or in another form as determined by the Company, which may include:

(a) personal check,

(b) Shares, based on the Fair Market Value as of the exercise date,

(c) any other form of consideration approved by the Company and permitted by applicable law and

(d) any combination of the foregoing.

The Committee may also make arrangements for the cashless exercise of a stock option. Any person exercising a stock option will make such representations and agreements and furnish such information as the Committee may, in its sole discretion, deem necessary or desirable to effect or assure compliance by the Company on terms acceptable to the Company with the provisions of the Securities Act, the Exchange Act and any other applicable legal requirements. The Committee may, in its sole discretion, also take whatever additional actions it deems appropriate to effect such compliance including, without limitation, placing legends on share certificates and issuing stop-transfer notices to agents and registrars. If a Participant so requests, Shares acquired pursuant to the exercise of a stock option may be issued in the name of the Participant and another jointly with the right of survivorship.

2.4 Stock Appreciation Rights

2.4.1 **Grant**. Stock appreciation rights may be granted to eligible recipients in such number and at such times during the term of the Plan as the Committee may determine; provided, however, that the maximum number of Shares as to which stock appreciation rights may be granted under the Plan to any one individual in any fiscal year may not exceed the Share Limit (as adjusted pursuant to the provisions of Section 1.6.3).

2.4.2 **Exercise Price**. The exercise price per Share with respect to each stock appreciation right will be determined by the Committee but, except for Acquisition Awards or as otherwise permitted by Section 1.6.3, may never be less than the Fair Market Value of the Common Stock. Unless otherwise noted in the Award Agreement, the Fair Market Value of the Common Stock will be its Fair Market Value on the date of grant of the Award of stock appreciation rights.

2.4.3 **Term of Stock Appreciation Right**. In no event will any stock appreciation right be exercisable after the expiration of 10 years from the date on which the stock appreciation right is granted.

2.4.4 **Vesting and Exercise of Stock Appreciation Right and Delivery of Shares**. Each stock appreciation right may vest and be exercised at such time or times as may be determined in the Award Agreement at the time the stock appreciation right is granted. Subject to any limitations in the applicable Award Agreement, any stock appreciation rights not exercised on the applicable vesting date may be exercised thereafter at any time before the final expiration of the stock appreciation right.

To exercise a stock appreciation right, the Participant must give written notice to the Company specifying the number of stock appreciation rights to be exercised. Upon exercise of stock appreciation rights, Shares, cash or other securities or property, or a combination thereof, as specified by the Committee, equal in value to:

(a) the excess of:

(1) the Fair Market Value of the Common Stock on the date of exercise *over*

(2) the exercise price of such stock appreciation right

multiplied by

(b) the number of stock appreciation rights exercised, will be delivered to the Participant.

Any person exercising a stock appreciation right will make such representations and agreements and furnish such information as the Committee may, in its sole discretion, deem necessary or desirable to effect or assure compliance by the Company on terms acceptable to the Company with the provisions of the Securities Act, the Exchange Act and any other applicable

legal requirements. If a Participant so requests, Shares purchased may be issued in the name of the Participant and another jointly with the right of survivorship.

2.5 Restricted Shares

2.5.1 **Grants**. The Committee may grant or offer for sale restricted Shares in such amounts and subject to such terms and conditions as the Committee may determine. Upon the delivery of such Shares, the Participant will have the rights of a stockholder with respect to the restricted Shares, subject to any other restrictions and conditions as the Committee may include in the applicable Award Agreement. Each Participant of an Award of restricted Shares will be issued a Certificate in respect of such Shares, unless the Committee elects to use another system, such as book entries by the transfer agent, as evidencing ownership of such Shares. In the event that a Certificate is issued in respect of restricted Shares, such Certificate may be registered in the name of the Participant, and will, in addition to such legends required by applicable securities laws, bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award, but will be held by the Company or its designated agent until the time the restrictions lapse.

2.5.2 **Right to Vote and Receive Dividends on Restricted Shares**. Each Participant of an Award of restricted Shares will, during the period of restriction, be the beneficial and record owner of such restricted shares and will have full voting rights with respect thereto. Unless the Committee determines otherwise in an Award Agreement, during the period of restriction, all ordinary cash dividends or other ordinary distributions paid upon any restricted Share will be retained by the Company and will be paid to the relevant Participant (without interest) when the Award of restricted Shares vests and will revert back to the Company if for any reason the restricted Share upon which such dividends or other distributions were paid reverts back to the Company (any extraordinary dividends or other extraordinary distributions will be treated in accordance with Section 1.6.3).

2.6 Restricted Stock Units

The Committee may grant Awards of restricted stock units in such amounts and subject to such terms and conditions as the Committee may determine. A Participant of a restricted stock unit will have only the rights of a general unsecured creditor of the Company, until delivery of Shares, cash or other securities or property is made as specified in the applicable Award Agreement. On the delivery date specified in the Award Agreement, the Participant of each restricted stock unit not previously forfeited or terminated will receive one share of Common Stock, cash or other securities or property equal in value to a share of Common Stock or a combination thereof, as specified by the Committee.

2.7 Dividend Equivalent Rights

The Committee may include in the Award Agreement with respect to any Award a dividend equivalent right entitling the Participant to receive amounts equal to all or any portion of the regular cash dividends that would be paid on the Shares covered by such Award if such Shares had been delivered pursuant to such Award. The grantee of a dividend equivalent right

will have only the rights of a general unsecured creditor of the Company until payment of such amounts is made as specified in the applicable Award Agreement. In the event such a provision is included in an Award Agreement, the Committee will determine whether such payments will be made in cash, in Shares or in another form, whether they will be conditioned upon the exercise of the Award to which they relate (subject to compliance with Section 409A of the Code), the time or times at which they will be made, and such other terms and conditions as the Committee will deem appropriate; provided that in no event may such payments may be made unless and until the Award to which they relate vests.

2.8 Other Stock-Based or Cash-Based Awards

2.8.1 **Grant.** The Committee may grant other types of equity-based, equity-related or cash-based Awards (including the grant or offer for sale of unrestricted Shares, performance share awards and performance units settled in cash) ("**Other Stock-Based or Cash-Based Awards**") in such amounts and subject to such terms and conditions as the Committee may determine. The terms and conditions set forth by the Committee in the applicable Award Agreement may relate to the achievement of Performance Goals, as determined by the Committee at the time of grant. Such Awards may entail the transfer of actual Shares to Award recipients and may include Awards designed to comply with or take advantage of the applicable local laws of jurisdictions other than the United States.

2.8.2 **Establishment of the Performance Period, Performance Goals and Certification.** A Participant's Performance-Based Award will be determined based on the attainment of written Performance Goals approved by the Committee for a performance period established by the Committee. The Committee may prescribe a formula to determine the amount of the Performance-Based Award that may be payable based upon the level of attainment of the Performance Goals during the performance period. The Performance Goals will be based on criteria determined by the Committee from time to time, and as may be adjusted, modified or amended by the Committee ("**Performance Criteria**"). Any Performance Goals may be measured in absolute terms or relative to historic performance or the performance of other companies or an index. Following the completion of each performance period, the Committee will have the sole discretion to determine whether the applicable Performance Goals have been met with respect to a given Participant and, if they have, will determine the amount of the applicable Performance-Based Award. The amount of the Performance-Based Award determined by the Committee for a performance period will be paid to the Participant at such time as determined by the Committee in its sole discretion after the end of such performance period.

2.9 Repayment If Conditions Not Met

If the Committee determines that all terms and conditions of the Plan and a Participant's Award Agreement were not satisfied, and that the failure to satisfy such terms and conditions is material, then the Participant will be obligated to pay the Company immediately upon demand therefor, (a) with respect to a stock option and a stock appreciation right, an amount equal to the excess of the Fair Market Value (determined at the time of exercise) of the Shares that were delivered in respect of such exercised stock option or stock appreciation right,

as applicable, over the exercise price paid therefor, (b) with respect to restricted Shares, an amount equal to the Fair Market Value (determined at the time such Shares became vested) of such restricted Shares and (c) with respect to restricted stock units, an amount equal to the Fair Market Value (determined at the time of delivery) of the Shares delivered with respect to the applicable delivery date, in each case with respect to clauses (a), (b) and (c) of this Section 2.9, without reduction for any amount applied to satisfy withholding tax or other obligations in respect of such Award.

2.10 Continuous Employment Requirement

Unless otherwise provided herein, in an Award Agreement, in an employment agreement or in other arrangement of the Company or its Affiliates, in the event of Participant's termination of Employment prior to the vesting of all of the Awards, any unvested Awards will terminate automatically without any further action by the Company and be forfeited without further notice and at no cost to the Company.

ARTICLE III
MISCELLANEOUS

3.1 Amendment of the Plan

3.1.1 Unless otherwise provided in the Plan or in an Award Agreement, the Board may at any time and from time to time suspend, discontinue, revise or amend the Plan in any respect whatsoever but, subject to Sections 1.3, 1.6.3 and 3.7, no such amendment may materially adversely impair the rights of the Participant of any Award without the Participant's consent. Subject to Sections 1.3, 1.6.3 and 3.7, an Award Agreement may not be amended to materially adversely impair the rights of a Participant without the Participant's consent.

3.1.2 Unless otherwise determined by the Board, stockholder approval of any suspension, discontinuance, revision or amendment will be obtained only to the extent necessary to comply with any applicable laws, regulations or rules of a securities exchange or self-regulatory agency; provided, however, if and to the extent the Board determines it is appropriate for the Plan to comply with the provisions of Section 422 of the Code, no amendment that would require stockholder approval under Section 422 of the Code will be effective without the approval of the Company's stockholders.

3.2 Tax Withholding

Participants will be solely responsible for any applicable taxes (including, without limitation, income and excise taxes) and penalties, and any interest that accrues thereon, that they incur in connection with the receipt, vesting or exercise of any Award. As a condition to the delivery of any Shares, cash or other securities or property pursuant to any Award or the lifting or lapse of restrictions on any Award, or in connection with any other event that gives rise to a

federal or other governmental tax withholding obligation on the part of the Company relating to an Award (including, without limitation, the Federal Insurance Contributions Act (FICA) tax),

(a) the Company may deduct or withhold (or cause to be deducted or withheld) from any payment or distribution to a Participant whether or not pursuant to the Plan (including Shares otherwise deliverable),

(b) the Committee will be entitled to require that the Participant remit cash to the Company (through payroll deduction or otherwise), or

(c) the Company may enter into any other suitable arrangements to withhold, in each case in the Company's discretion the amounts of such taxes to be withheld based on the individual tax rates applicable to the Participant.

3.3 Required Consents and Legends

3.3.1 If the Committee at any time determines that any Consent (as hereinafter defined) is necessary or desirable as a condition of, or in connection with, the granting of any Award, the delivery of Shares or the delivery of any cash, securities or other property under the Plan, or the taking of any other action thereunder (each such action a "**Plan Action**"), then, subject to Section 3.14 such Plan Action will not be taken, in whole or in part, unless and until such Consent will have been effected or obtained to the full satisfaction of the Committee. The Committee may direct that any Certificate evidencing Shares delivered pursuant to the Plan will bear a legend setting forth such restrictions on transferability as the Committee may determine to be necessary or desirable, and may advise the transfer agent to place a stop transfer order against any legended Shares.

3.3.2 The term "**Consent**" as used in this Article III with respect to any Plan Action includes:

(a) any and all listings, registrations or qualifications in respect thereof upon any securities exchange or under any federal, state, or local law, or law, rule or regulation of a jurisdiction outside the United States,

(b) any and all written agreements and representations by the Participant with respect to the disposition of Shares, or with respect to any other matter, which the Committee may deem necessary or desirable to comply with the terms of any such listing, registration or qualification or to obtain an exemption from the requirement that any such listing, qualification or registration be made,

(c) any and all other consents, clearances and approvals in respect of a Plan Action by any governmental or other regulatory body or any stock exchange or self-regulatory agency,

(d) any and all consents by the Participant to:

(i) the Company's supplying to any third party recordkeeper of the Plan such personal information as the Committee deems advisable to administer the Plan,

(ii) the Company's deducting amounts from the Participant's wages, or another arrangement satisfactory to the Committee, to reimburse the Company for advances made on the Participant's behalf to satisfy certain withholding and other tax obligations in connection with an Award and

(iii) the Company's imposing sales and transfer procedures and restrictions and hedging restrictions on Shares delivered under the Plan and

(e) any and all consents or authorizations required to comply with, or required to be obtained under, applicable local law or otherwise required by the Committee. Nothing herein will require the Company to list, register or qualify the Shares on any securities exchange.

3.4 Right of Offset

The Company will have the right to offset against its obligation to deliver Shares (or other property or cash) under the Plan or any Award Agreement any outstanding amounts (including, without limitation, travel and entertainment or advance account balances, relocation reimbursement, sign-on bonus, loans, repayment obligations under any Awards, or amounts repayable to the Company pursuant to tax equalization, housing or other employee programs) that the Participant then owes to the Company and any amounts the Committee otherwise deems appropriate pursuant to any tax equalization policy or agreement. Notwithstanding the foregoing, if an Award provides for the deferral of compensation within the meaning of Section 409A of the Code, the Committee will have no right to offset against its obligation to deliver Shares (or other property or cash) under the Plan or any Award Agreement if such offset could subject the Participant to the additional tax imposed under Section 409A of the Code in respect of an outstanding Award.

3.5 Non-assignability; No Hedging

Unless otherwise provided in an Award Agreement, no Award (or any rights and obligations thereunder) granted to any person under the Plan may be sold, exchanged, transferred, assigned, pledged, hypothecated or otherwise disposed of or hedged, in any manner (including through the use of any cash-settled instrument), whether voluntarily or involuntarily and whether by operation of law or otherwise, other than by will or by the laws of descent and distribution, and all such Awards (and any rights thereunder) will be exercisable during the life of the Participant only by the Participant or the Participant's legal representative. Notwithstanding the foregoing, the Committee may permit, under such terms and conditions that it deems appropriate in its sole discretion, a Participant to transfer any Award to any person or entity that the Committee so determines. Any sale, exchange, transfer, assignment, pledge, hypothecation, or other disposition in violation of the provisions of this Section 3.5 will be null and void and any Award which is hedged in any manner will immediately be forfeited. All of

the terms and conditions of the Plan and the Award Agreements will be binding upon any permitted successors and assigns.

3.6 Change in Control

3.6.1 Unless the Committee determines otherwise or as otherwise provided in the applicable Award Agreement or the Company's Executive Severance Plan, or successor thereof, if a Participant's Employment is terminated by the Company or any successor entity thereto without Cause on or within one (1) year after a Change in Control, (i) each Award granted to such Participant prior to such Change in Control will become fully vested (including the lapsing of all restrictions and conditions) and, as applicable, exercisable, and (ii) any Shares deliverable pursuant to restricted stock units will be delivered promptly (but no later than 15 days) following such Participant's termination of Employment.

3.6.2 Unless the Committee determines otherwise or as otherwise provided in the applicable Award Agreement or the Company's Executive Severance Plan, or successor thereof, for any Participant who is an "Eligible Employee" under the Company's Executive Severance Plan, if such Participant resigns his or her Employment for Good Reason, on or within one (1) year after a Change in Control, (i) each Award granted to such Participant prior to such Change in Control will become fully vested (including the lapsing of all restrictions and conditions) and, as applicable, exercisable, and (ii) any Shares deliverable pursuant to restricted stock units will be delivered promptly (but no later than 15 days) following such Participant's termination of Employment.

3.6.3 Notwithstanding the foregoing, in the event of a Change in Control, a Participant's Award will be treated, to the extent determined by the Committee to be permitted under Section 409A, in accordance with one or more of the following methods as determined by the Committee in its sole discretion: (i) settle such Awards for an amount of cash or securities equal to their value, where in the case of stock options and stock appreciation rights, the value of such awards, if any, will be equal to their in-the-money spread value (if any), as determined in the sole discretion of the Committee; (ii) provide for the assumption of or the issuance of substitute awards that will substantially preserve the otherwise applicable terms of any affected Awards previously granted under the Plan, as determined by the Committee in its sole discretion; (iii) modify the terms of such awards to add events, conditions or circumstances (including termination of Employment within a specified period after a Change in Control) upon which the vesting of such Awards or lapse of restrictions thereon will accelerate; (iv) deem any performance conditions satisfied at target, maximum or actual performance through closing or provide for the performance conditions to continue (as is or as adjusted by the Committee) after closing or (v) provide that for a period of at least 20 days prior to the Change in Control, any stock options or stock appreciation rights that would not otherwise become exercisable prior to the Change in Control will be exercisable as to all Shares subject thereto (but any such exercise will be contingent upon and subject to the occurrence of the Change in Control and if the Change in Control does not take place within a specified period after giving such notice for any reason whatsoever, the exercise will be null and void) and that any stock options or stock appreciation rights not exercised prior to the consummation of the Change in Control will terminate and be of

no further force and effect as of the consummation of the Change in Control. In the event that the consideration paid in the Change in Control includes contingent value rights, earnout or indemnity payments or similar payments, then the Committee will determine if Awards settled under clause (i) above are (a) valued at closing taking into account such contingent consideration (with the value determined by the Committee in its sole discretion) or (b) entitled to a share of such contingent consideration. For the avoidance of doubt, in the event of a Change in Control where all stock options and stock appreciation rights are settled for an amount (as determined in the sole discretion of the Committee) of cash or securities, the Committee may, in its sole discretion, terminate any stock option or stock appreciation right for which the exercise price is equal to or exceeds the per Share value of the consideration to be paid in the Change in Control transaction without payment of consideration therefor. Similar actions to those specified in this Section 3.6.2 may be taken in the event of a merger or other corporate reorganization that does not constitute a Change in Control.

3.7 No Continued Employment or Engagement; Right of Discharge Reserved

Neither the adoption of the Plan nor the grant of any Award (or any provision in the Plan or Award Agreement) will confer upon any Participant any right to continued Employment, or other engagement, with the Company, nor will it interfere in any way with the right of the Company to terminate, or alter the terms and conditions of, such Employment or other engagement at any time.

3.8 Nature of Payments

3.8.1 Any and all grants of Awards and deliveries of Common Stock, cash, securities or other property under the Plan will be in consideration of services performed or to be performed for the Company by the Participant. Awards under the Plan may, in the discretion of the Committee, be made in substitution in whole or in part for cash or other compensation otherwise payable to a Participant. Only whole Shares will be delivered under the Plan. Awards will, to the extent reasonably practicable, be aggregated in order to eliminate any fractional Shares. Fractional Shares may, in the discretion of the Committee, be forfeited or be settled in cash or otherwise as the Committee may determine.

3.8.2 All such grants and deliveries of Shares, cash, securities or other property under the Plan will constitute a special discretionary incentive payment to the Participant, will not entitle the Participant to the grant of any future Awards and will not be required to be taken into account in computing the amount of salary or compensation of the Participant for the purpose of determining any contributions to or any benefits under any pension, retirement, profit-sharing, bonus, life insurance, severance or other benefit plan of the Company or under any agreement with the Participant, unless the Company specifically provides otherwise.

3.9 Non-Uniform Determinations

3.9.1 The Committee's determinations under the Plan and Award Agreements need not be uniform and any such determinations may be made by it selectively among persons who receive, or are eligible to receive, Awards under the Plan (whether or not such persons are

similarly situated). Without limiting the generality of the foregoing, the Committee will be entitled, among other things, to make non-uniform and selective determinations under Award Agreements, and to enter into non-uniform and selective Award Agreements, as to (a) the persons to receive Awards, (b) the terms and provisions of Awards and (c) whether a Participant's Employment has been terminated for purposes of the Plan.

3.9.2 To the extent the Committee deems it necessary, appropriate or desirable to comply with foreign law or practices and to further the purposes of the Plan, the Committee may, in its sole discretion and without amending the Plan, (a) establish special rules applicable to Awards to Participants who are foreign nationals, are employed outside the United States or both and grant Awards (or amend existing Awards) in accordance with those rules and (b) cause the Company to enter into an agreement with any local Subsidiary pursuant to which such Subsidiary will reimburse the Company for the cost of such equity incentives.

3.10 Other Payments or Awards

Nothing contained in the Plan will be deemed in any way to limit or restrict the Company from making any award or payment to any person under any other plan, arrangement or understanding, whether now existing or hereafter in effect.

3.11 Plan Headings

The headings in the Plan are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

3.12 Termination of Plan

The Board reserves the right to terminate the Plan at any time; provided, however, that in any case, the Plan will terminate on the day before the tenth anniversary of the Effective Date, and provided further, that all Awards made under the Plan before its termination will remain in effect until such Awards have been satisfied or terminated in accordance with the terms and provisions of the Plan and the applicable Award Agreements.

3.13 Clawback/Recapture Policy

Awards under the Plan will be subject to any clawback or recapture policy that the Company may adopt from time to time to the extent provided in such policy and, in accordance with such policy, may be subject to the requirement that the Awards be repaid to the Company after they have been distributed to the Participant.

3.14 Section 409A

3.14.1 All Awards made under the Plan that are intended to be "deferred compensation" subject to Section 409A will be interpreted, administered and construed to comply with Section 409A, and all Awards made under the Plan that are intended to be exempt from Section 409A will be interpreted, administered and construed to comply with and preserve such exemption. The Board and the Committee will have full authority to give effect to the intent of the foregoing

sentence. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the Plan and a provision of any Award or Award Agreement with respect to an Award, the Plan will govern.

3.14.2 Without limiting the generality of Section 3.14.1, with respect to any Award made under the Plan that is intended to be "deferred compensation" subject to Section 409A:

(a) any payment due upon a Participant's termination of Employment will be paid only upon such Participant's separation from service from the Company within the meaning of Section 409A;

(b) any payment due upon a Change in Control of the Company will be paid only if such Change in Control constitutes a "change in ownership" or "change in effective control" within the meaning of Section 409A, and in the event that such Change in Control does not constitute a "change in the ownership" or "change in the effective control" within the meaning of Section 409A, such Award will vest upon the Change in Control and any payment will be delayed until the first compliant date under Section 409A;

(c) any payment to be made with respect to such Award in connection with the Participant's separation from service from the Company within the meaning of Section 409A (and any other payment that would be subject to the limitations in Section 409A(a)(2)(B) of the Code) will be delayed until six months after the Participant's separation from service (or earlier death) in accordance with the requirements of Section 409A;

(d) to the extent necessary to comply with Section 409A, any other securities, other Awards or other property that the Company may deliver in lieu of Shares in respect of an Award will not have the effect of deferring delivery or payment beyond the date on which such delivery or payment would occur with respect to the Shares that would otherwise have been deliverable (unless the Committee elects a later date for this purpose in accordance with the requirements of Section 409A);

(e) with respect to any required Consent described in Section 3.3 or the applicable Award Agreement, if such Consent has not been effected or obtained as of the latest date provided by such Award Agreement for payment in respect of such Award and further delay of payment is not permitted in accordance with the requirements of Section 409A, such Award or portion thereof, as applicable, will be forfeited and terminate notwithstanding any prior earning or vesting;

(f) if the Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), the Participant's right to the series of installment payments will be treated as a right to a series of separate payments and not as a right to a single payment;

(g) if the Award includes "dividend equivalents" (within the meaning of Section 1.409A-3(e) of the Treasury Regulations), the Participant's right to the dividend equivalents will be treated separately from the right to other amounts under the Award; and

(h) for purposes of determining whether the Participant has experienced a separation from service from the Company within the meaning of Section 409A, "subsidiary" will mean a corporation or other entity in a chain of corporations or other entities in which each corporation or other entity, starting with the Company, has a controlling interest in another corporation or other entity in the chain, ending with such corporation or other entity. For purposes of the preceding sentence, the term "controlling interest" has the same meaning as provided in Section 1.414(c)-2(b)(2)(i) of the Treasury Regulations, provided that the language "at least 20 percent" is used instead of "at least 80 percent" each place it appears in Section 1.414(c)-2(b)(2)(i) of the Treasury Regulations.

3.15 Governing Law

The laws of the Commonwealth of Virginia shall govern the interpretation, validity, administration, enforcement and performance of the terms of the Plan and all Awards regardless of the law that might be applied under principles of conflicts of laws.

3.16 Disputes; Choice of Forum

3.16.1 The Company and each Participant, as a condition to such Participant's participation in the Plan, agree that any suit, action, or proceeding arising out of or relating to the Plan shall be brought to the exclusive jurisdiction of the Circuit Court of Arlington County (Virginia) or the United States District Court for the Eastern District of Virginia (Alexandria Division). The parties irrevocably waive, to the fullest extent permitted by law, any objection a party may have to the laying of venue for any such suit, action or proceeding brought in such court. If any one or more provisions of the Plan shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable. The Company and each Participant, as a condition to such Participant's participation in the Plan, acknowledge that the forum designated by this Section 3.16.1 has a reasonable relation to the Plan and to the relationship between such Participant and the Company. Notwithstanding the foregoing, nothing herein will preclude the Company from bringing any action or proceeding in any other court for the purpose of enforcing the provisions of this Section 3.16.1.

3.16.2 The agreement by the Company and each Participant as to forum is independent of the law that may be applied in the action, and the Company and each Participant, as a condition to such Participant's participation in the Plan, (i) agree to such forum even if the forum may under applicable law choose to apply non-forum law, (ii) hereby waive, to the fullest extent permitted by applicable law, any objection which the Company or such Participant now or hereafter may have to personal jurisdiction or to the laying of venue of any such suit, action or proceeding in any court referred to in Section 3.16.1, (iii) undertake not to commence any action arising out of or relating to or concerning the Plan in any forum other than the forum described in this Section 3.16 and (iv) agree that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any such suit, action or proceeding in any such court will be conclusive and binding upon the Company and each Participant.

3.16.3 Each Participant, as a condition to such Participant's participation in the Plan, hereby irrevocably appoints the General Counsel of the Company as such Participant's agent for service of process in connection with any action, suit or proceeding arising out of or relating to or concerning the Plan, who will promptly advise such Participant of any such service of process.

3.16.4 Each Participant, as a condition to such Participant's participation in the Plan, agrees to keep confidential the existence of, and any information concerning, a dispute, controversy or claim described in Section 3.18, except that a Participant may disclose information concerning such dispute, controversy or claim to the court that is considering such dispute, controversy or claim or to such Participant's legal counsel (provided that such counsel agrees not to disclose any such information other than as necessary to the prosecution or defense of the dispute, controversy or claim).

3.17 Waiver of Jury Trial

EACH PARTICIPANT WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PLAN.

3.18 Waiver of Claims

Each Participant of an Award recognizes and agrees that before being selected by the Committee to receive an Award the Participant has no right to any benefits under the Plan. Accordingly, in consideration of the Participant's receipt of any Award hereunder, the Participant expressly waives any right to contest the amount of any Award, the terms of any Award Agreement, any determination, action or omission hereunder or under any Award Agreement by the Committee, the Company or the Board, or any amendment to the Plan or any Award Agreement (other than an amendment to the Plan or an Award Agreement to which his or her consent is expressly required by the express terms of an Award Agreement). Nothing contained in the Plan, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between the Company and any Participant. The Plan is not intended to be subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

3.19 Shortened Statute of Limitations

Each Participant agrees to shorten the applicable statute of limitations and agrees that no claims or causes of actions may be brought against the Company or any its Subsidiaries or Affiliates or any of their directors, officers, employees, controlling persons, agents or representatives based upon, directly or indirectly, any claim that arises under this Plan or any Award Agreement more than twelve (12) months after the date of the action that is the subject of the claim or lawsuit. Each Participant agrees to waive any statute of limitations to the contrary.

3.20 No Repricing or Reloads

Except as otherwise permitted by Section 1.6.3, reducing the exercise price of stock options or stock appreciation rights issued and outstanding under the Plan, including through amendment, cancellation in exchange for the grant of a substitute Award or repurchase for cash or other consideration (in each case that has the effect of reducing the exercise price), will require approval of the Company's stockholders. The Company will not grant any stock options or stock appreciation rights with automatic reload features.

3.21 Severability; Entire Agreement

If any of the provisions of the Plan or any Award Agreement is finally held to be invalid, illegal or unenforceable (whether in whole or in part), such provision will be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions will not be affected thereby; provided that if any of such provisions is finally held to be invalid, illegal, or unenforceable because it exceeds the maximum scope determined to be acceptable to permit such provision to be enforceable, such provision will be deemed to be modified to the minimum extent necessary to modify such scope in order to make such provision enforceable hereunder. The Plan and any Award Agreements contain the entire agreement of the parties with respect to the subject matter thereof and supersede all prior agreements, promises, covenants, arrangements, communications, representations and warranties between them, whether written or oral with respect to the subject matter thereof.

3.22 No Liability with Respect to Tax Qualification or Adverse Tax Treatment

Notwithstanding anything to the contrary contained herein, in no event will the Company be liable to a Participant on account of an Award's failure to (a) qualify for favorable United States federal, state or local, or foreign, tax treatment or (b) avoid adverse tax treatment under United States or foreign law, including, without limitation, Section 409A.

3.23 No Third-Party Beneficiaries

Except as expressly provided in an Award Agreement, neither the Plan nor any Award Agreement will confer on any person other than the Company and the Participant of any Award any rights or remedies thereunder. The exculpation and indemnification provisions of Section 1.3.4 will inure to the benefit of a Covered Person's estate and beneficiaries and legatees.

3.24 Successors and Assigns of the Company

The terms of the Plan will be binding upon and inure to the benefit of the Company and any successor entity, including as contemplated by Section 3.6.

3.25 Date of Adoption and Approval of Stockholders

This Plan was adopted by the Board on July 13, 2022 and was approved by the Company's stockholders on November 23, 2022 (the "**Effective Date**") and amends and restates the Company's 2021 Omnibus Equity Compensation Plan in its entirety.

3.26 Limits on Compensation to Non-Employee Directors.

No non-employee director of the Company may be granted (in any calendar year) compensation with a value in excess of $500,000, with the value of any equity-based awards based on the accounting grant date value of such award.

November 22, 2022

Mr. William J. Lynn III
4505 Hoban Road
Washington, D.C. 20007

Re: New Employment Agreement

Dear Bill:

This letter sets forth the terms of your continued employment as Chairman and Chief Executive Officer of Leonardo DRS, Inc. (the "**Company**"). Should you accept this offer, this signed letter shall constitute your employment agreement with the Company (the "**Agreement**") and will be effective upon close of the merger contemplated in the Agreement and Plan of Merger by and among RADA Electronic Industries Ltd., the Company and Blackstart Ltd., dated as of June 21, 2022 (the "**Effective Date**").

1. Duties.

1.1 The Company shall employ you, and you shall serve, as Chairman and Chief Executive Officer of the Company and in such capacity, have such authority, functions, duties, powers, and responsibilities typically associated with such position.

1.2 You shall report to the Company's Board of Directors (the "**Board**"). You shall devote substantially all of your working time and efforts relating to the performance of your duties hereunder. While employed, you shall not engage in any other occupation for gain, profit or pecuniary advantage without the consent of the Board; provided, however, that: (a) this limitation shall not be construed as preventing you from managing your passive investments or being involved in charitable, religious, and civic interests so long as they do not materially interfere with the performance of your duties hereunder; (b) you may serve on the Proxy Board of Accenture, Inc. so long as such service does not create an actual conflict of interest or materially interfere with the performance of your duties hereunder; and (c) you may request to serve on another for-profit board of advisors or board of directors, provided that such for-profit organization is not a competing business and subject to the approval of the Board of Directors. In performing your duties hereunder, you shall comply with all written policies and procedures of the Company.

1.3 You will provide services to the Company from the Company's offices in Arlington, Virginia (Crystal City); subject to any business travel as is necessary to perform your duties as Chairman and Chief Executive Officer.

1.4 Subject to the terms set forth in Section 4 below, please understand that this letter does not constitute a contract of employment for any specific period of time but will create an employment at-will relationship that may be terminated at any time by you or the Company, with or without cause, and with or without advance notice. The at-will nature of the

employment relationship may not be modified or amended except by written agreement signed by the Chair of the Company's Compensation Committee (the "**Committee**") and you.

2. Compensation and Other Remuneration.

2.1 Base Salary. Your annual base salary ("**Base Salary**") for 2022 will be $1,157,249. The amount of your Base Salary shall be reviewed annually by the Board in consultation with Leonardo S.p.A.; provided the Company may increase, but not decrease, the Base Salary. Base Salary shall be paid in accordance with the customary payroll practices of the Company and shall be subject to payroll deductions and required withholdings.

2.2 Annual and Long Term Incentives.

(a) You shall be eligible to participate in the Company's annual Incentive Compensation Plan or any successor annual incentive program in effect from time to time (the "**ICP**") in accordance with, and subject to, the terms of such plan. Your target award under the ICP shall be 110% of your Base Salary (as determined in accordance with the ICP) ("**Target Award**") and your maximum Earned Award (as defined in the ICP) shall be 200 % of your Target Award (notwithstanding anything to the contrary in the ICP). The actual amount, if any, of your ICP award will be determined in accordance with the ICP and related terms and conditions approved by the Committee or the Board, as applicable.

(b) You shall be eligible to participate in the Company's long-term incentive plans in effect from time to time (collectively, the "**LTI Plans**") in accordance with the terms of the LTI Plans. Your target award for 2022 under the Company's 2022 Omnibus Equity Compensation Plan (the "**Omnibus Plan**") shall be $3,580,000. The amount of your target award shall be reviewed annually by the Board; provided the Company may increase, but not decrease, the target award. Unless otherwise provided herein, all LTI Plan awards will be subject to the terms and conditions set forth in the applicable LTI Plan and award agreement.

(c) Any awards granted to you under the cash-based Long Term Incentive Plan ("**LTIP**") prior to the Effective Date shall be subject to the terms of the LTIP.

(d) You shall be eligible to receive a Founders Award ("**Founders Award**"), also referred to as a One-Time Award, in the form of restricted stock units, subject to approval by the Committee and in accordance with the terms of the Founders Award Restricted Stock Unit Award Grant Notice and the Founders Award Performance Restricted Stock Unit Award Grant Notice. The target value of your Founders Award will be $5,000,000, consisting of $2,000,000 of time-based restricted stock units and $3,000,000 of performance-based restricted stock units, and will be subject to the terms and conditions set forth in your Founders Award Restricted Stock Unit Award Grant Notice and your Founders Award Performance Restricted Stock Unit Award Grant Notice.

3. Benefits. While employed by the Company, you shall be entitled to the compensation, benefits, and reimbursements set forth in this Section 3, subject to the terms hereof.

3.1 Health, Welfare and Retirement Benefits. The Company shall provide group health, dental, hospitalization, life and disability insurance benefits to you and your eligible dependents that are in effect as of the Effective Date in accordance with the terms of such plans as may be modified from time to time. You shall also be eligible to participate in such other welfare and retirement benefit plans or programs that are offered to senior executives of the Company generally to the extent you are eligible under the general provisions thereof as in effect from time to time.

3.2 Life Insurance. The Company shall provide you with term life insurance benefits under a company-sponsored individual policy that provides your beneficiary with a death benefit in the amount of $4,000,000. The Company shall also provide you with group life insurance benefits that provides your beneficiary with a death benefit of $325,000, subject to certain age-related reductions after you reach the age of 70. Such benefits are to be provided by group life insurance applicable to you and are subject to your eligibility for commercially available coverage and cooperation in obtaining same.

3.3 Vacation. You shall be entitled to five (5) weeks of paid vacation per year, with such vacation being accrued in accordance with the Company's vacation policies.

3.4 Directors' and Officers' Insurance. The Company shall provide you with coverage under the directors' and officers' insurance policy currently maintained by the Company or provide you with coverage under any successor or replacement policy that provides at least the same level and duration of coverage as the policy currently maintained by the Company. The Company shall maintain such coverage in full force and effect for a period of time after the termination of your employment which is reasonable and customary in the industry.

3.5 Executive Allowance. You shall participate in the Company's executive allowance program, and for each calendar year of your employment you shall be entitled to an executive allowance of $50,000.

3.6 Business Travel. The Company shall reimburse you for all reasonable expenses incurred for all business travel you engage in for the benefit of the Company. You shall be entitled to not less than business class travel, when available, when travelling for Company business.

3.7 Business Expenses. The Company shall pay or reimburse you for the ordinary and customary business expenses incurred in the performance of your duties hereunder.

3.8 Legal Expenses. The Company shall reimburse you for your reasonable legal expenses, in an amount not to exceed $10,000, incurred in the negotiation and documentation of this Agreement.

3.9 Annual Exam. Each calendar year during which you are employed hereunder, the Company shall pay for a comprehensive annual physical examination by a physician of your choice, to the extent not otherwise covered under the Company's medical plan.

4. Termination of Employment.

4.1 Termination for Cause.

(a) The Company may terminate your employment and all of the Company's obligations hereunder, other than its obligations set forth below in this Section 4.1, at any time for Cause. "**Cause**" shall mean (i) willful failure or refusal without proper cause to perform your duties with the Company, including your obligations under this Agreement (other than any such failure resulting from your incapacity due to physical or mental impairment) and, after having been given written notice thereof by the Company, failure to correct such willful failure or refusal to perform within 30 days after receipt of such notice; (ii) your engagement in dishonesty, illegal conduct or intentional misconduct; (iii) your embezzlement, misappropriation or fraud, whether or not related to your employment with the Company; (iv) your conviction of, or plea of guilty or nolo contendere to, a crime that constitutes a felony (or state law equivalent) or crime that constitutes a misdemeanor involving moral turpitude; or (v) your violations of the Company's code of ethics and business conduct, as amended from time to time, as determined in the Company's sole discretion.

(b) In the event your employment is terminated by the Company for Cause, the Company shall have no further obligations to you under this agreement other than to: (i) pay Base Salary and unused vacation accrued through the effective date of termination, (ii) pay any unpaid Earned Award under the ICP for any completed prior fiscal year and (iii) comply with obligations owed under the Company's benefit plans in accordance with their terms as in effect as of the effective date of termination ((i) through (iii) collectively, the "**Termination Entitlement**").

(c) In the event your employment is terminated by the Company for Cause, you shall cease to be eligible for any Award Payments (as defined in the ICP) not paid as of the date on which your employment terminates.

(d) In the event your employment is terminated by the Company for Cause, you shall cease to be eligible for any Award Payments (as defined in the LTIP) not paid as of the date on which employment terminates.

(e) In the event your Employment (as defined in the Omnibus Plan) is terminated by the Company for Cause prior to the vesting of any awards granted to you under the Omnibus Plan, any unvested awards shall terminate automatically without any further action by the Company and be forfeited without further notice and at no cost to the Company, unless otherwise provided in the applicable award agreements. For the avoidance of doubt, this Section 4.1(e) shall also apply to your Founders Award.

4.2 Termination Due to Death or Disability.

(a) This Agreement shall terminate (i) upon your death or (ii) upon written notice to you by the Company if you become physically or mentally disabled, whether totally or partially, so that you are unable to perform the regular duties of your employment with the Company on a full time continuous basis for six (6) months, or which can be expected to prevent you from performing such duties in the opinion of a qualified physician, with such notice given at any time thereafter during which you are still disabled. In the event your employment is terminated under this Section 4.2(a), the Company shall not have any further obligations hereunder, except that you or your estate shall be entitled to receive, in addition to any regular life insurance benefits paid by the Company or any disability benefits paid by insurance plans, the Termination Entitlement.

(b) In the event this Agreement is terminated due to your death or Disability (as defined in the LTIP), notwithstanding anything to the contrary herein or in the LTIP, any unvested Target Awards (as defined in the LTIP), shall fully vest on the date this Agreement terminates due to your death or Disability and shall be payable in accordance with the terms of the LTIP to you or your beneficiary.

(c) In the event this Agreement is terminated by reason of your death or Disability (as defined in the ICP), the Administrator (as defined in the ICP), in its sole discretion, may authorize a Pro-rated Award Payment (as defined in the ICP) to you or your beneficiary reflecting your participation for a portion of the Plan Year (as defined in the ICP) in which your employment terminated, payable in accordance with the terms of the ICP.

(d) In the event this Agreement is terminated by reason of your death or Disability (as defined in the Omnibus Plan), any awards granted under the Omnibus Plan shall fully vest on the date of your death or Disability, as applicable, unless otherwise provided in the applicable award agreements, with any applicable performance conditions deemed achieved at target performance. For the avoidance of doubt, this Section 4.2(d) shall also apply to your Founders Award.

4.3 Termination in Connection with a Change in Control. In the event of a Change in Control (as defined in the Company's Executive Severance Plan), the provisions of the Company's Executive Severance Plan shall apply in addition to the terms and conditions set forth herein.

4.4 Other Termination by the Company.

(a) The Company may terminate your employment, other than a termination under Section 4.1, 4.2 or 4.3, upon 30 days' written notice to you. In the event this Agreement is so terminated, you shall be entitled to a lump sum payment equal to (i) two and one-half times (2.5x) the sum of: (A) your Base Salary, and (B) your Target Award under the ICP for the fiscal year in which your termination of employment occurs, and (ii) any unpaid cash incentive compensation bonus earned by you for the last full fiscal year prior to the termination of your employment.

(b) If the Company terminates your employment pursuant to this Section 4.4, then notwithstanding anything to the contrary in the LTIP, (i) you shall be eligible to receive unvested Award Payments (as defined in the LTIP) for your 2020 and 2021 awards granted under the LTIP, payable at target and in accordance with the terms of the LTIP at the same time and in the same manner as Award Payments paid to other participants (provided, however, that in any event such payment must be made within sixty (60) days of the applicable vesting date), provided however: (A) you shall automatically be eligible for such Award Payment without regard to the date of your termination of employment during the calendar year, and (B) payment of such Award Payment shall not be subject to any requirement that you be employed by the Company on the date of payment, and (ii)(A) any unvested Retention Component of an LTIP award for 2020 and thereafter shall continue to vest in accordance with its vesting schedule and (B) a pro rata portion of any performance component of an LTIP award for 2021 shall remain eligible to vest, subject to satisfaction of the performance goals set forth in the applicable award agreement, as determined by the Committee, with such pro rata portion determined based on the portion of the applicable performance period in which you were employed, provided, that in the event of a subsequent Change of Control (as defined under the Executive Severance Plan) prior to the vesting of all of the awards granted to you under the LTIP, such awards will be treated no less favorably than those of continuing employees, subject to any applicable proration.

(c) If the Company terminates your Employment (as defined in the Omnibus Plan) pursuant to this Section 4.4 prior to the vesting of any awards granted to you under the Omnibus Plan, excluding any Founders Award, then subject to Committee approval and not withstanding anything to the contrary in the Omnibus Plan or applicable award agreement, (i) any unvested time-based restricted stock unit, granted to you under the Omnibus Plan shall continue to vest in accordance with its vesting schedule set forth in the applicable award agreement and (ii) a pro rata portion of any performance-based restricted stock units granted to you under the Omnibus Plan shall remain eligible to vest, subject to satisfaction of the performance goals set forth in the applicable award agreement, as determined by the Committee, with such pro rata portion determined based on the portion of the applicable performance period in which you were employed.

(d) If the Company terminates your Employment (as defined in the Omnibus Plan) pursuant to this Section 4.4 prior to the vesting of your Founders Award, then any applicable performance conditions shall be deemed achieved at target performance and the Founders Award shall continue to vest in accordance with the vesting schedule set forth in the applicable award agreement.

4.5 Termination Due to Material Breach by Company. Notwithstanding anything in this Agreement to the contrary, you shall have the right, exercisable by notice to the Company, to terminate your employment, effective thirty (30) days after the giving of notice, if at the time of such notice: (a) the Company shall be in material breach of its obligations hereunder, (b) the Company seeks to relocate your place of employment from the Washington, D.C. area, or (c) the Company has materially diminished your duties, authority or reporting lines (each, a "**Material Breach**"); provided, however, this Agreement and your employment will not

so terminate if within such 30-day period the Company has cured all such Material Breaches; and provided further, that such notice is provided to the Company within 120 days after the occurrence of such Material Breach. If such Material Breach has not been so cured, you may elect to terminate your employment and to treat such termination as a termination of your employment by the Company pursuant to Section 4.4 above, and you shall be entitled to the rights and benefits provided for therein.

4.6 Resignation. Notwithstanding anything in this Agreement to the contrary, you may voluntarily terminate your employment by providing ninety (90) days' prior written notice to the Company. In such event, the Company's only obligations to you shall be for the Termination Entitlement.

4.7 Retirement. Notwithstanding anything in this Agreement to the contrary, you may Retire by voluntarily terminating your employment on one hundred eighty (180) days' prior written notice to the Company and the Board of Directors. In such event, you shall be eligible to receive:

(a) the Termination Entitlement;

(b) your target award under the ICP for the full fiscal year in which you Retire payable at the same time as ICP awards are paid to other participants;

(c) any time-based restricted stock units granted to you under the Omnibus Plan (excluding any Founders Award) that were granted at least six (6) months prior to the date you provide written notice of your intent to Retire, shall continue to vest according to the vesting schedule in the applicable award agreement;

(d) a pro rata portion of any performance-based restricted stock units granted to you under the Omnibus Plan (excluding any Founders Award) shall remain eligible to vest pro rata based on the date your employment terminates, subject to satisfaction of the performance goals set forth in the applicable award agreement, as determined by the Committee.

(e) notwithstanding anything to the contrary in the LTIP, unvested Award Payments (as defined in the LTIP) under the LTIP will continue to vest and remain payable in accordance with the terms of the LTIP; and

(f) reimbursements equal to the monthly premiums pursuant to Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**") for eighteen (18) months, subject to the terms set forth in Section 2.2 of the Company's Executive Severance Plan.

For the purposes of this agreement, "**Retire**" means, once you have reached the age of 65 years, the voluntary termination of employment by you; provided, that you provide notice to the Company at least one hundred eighty (180) days prior to your last day of employment. Any Founders Award that is unvested at the time you retire shall terminate

automatically without any further action by the Company and be forfeited without further notice and at no cost to the Company.

4.8 Delivery of Release; Timing of Payments.

(a) Notwithstanding anything herein to the contrary, you shall be entitled to the payments and benefits provided for in Sections 4.4, 4.5, and 4.8(b) (subject to the terms of such sections) only if you first execute and deliver to the Company, and do not revoke, a Separation and General Release Agreement in favor of the Company, its affiliates and their respective officers and directors, in a form to be provided by the Company on or about the date on which your termination of employment occurs.

(b) Subject to Section 4.8(a), the payment provided for in Section 4.4(a) (subject to the specific terms therein) shall be made no later than 60 days following the date on which your termination of employment occurs, provided, that if the release consideration and revocation period spans two calendar years, then such payment shall be made in the second calendar year. The Termination Entitlement will be paid on the payroll date next following the date on which your termination of employment occurs.

4.9 Benefits and Other Payments upon Termination.

(a) Except as otherwise provided herein, upon termination employment, your rights to benefits and payments under the Company's incentive compensation and other benefit plans (including the ICP, the LTIP, the Omnibus Plan, your Founders Award and any related award agreements) shall be determined in accordance with the then current terms and provisions of such plans and any agreements under which such benefits or payments were granted, except as specifically set forth herein.

(b) If your employment is terminated under Section 4.4 or Section 4.5, you shall be entitled to the payments and benefits described in the following clauses (i) and (ii):

(i) Payment or reimbursement by the Company for COBRA premiums payable by you for health, dental and hospitalization insurance for you and any dependents who are enrolled in such plans on the date of termination for the one-year period following such date (or until the date you cease to have a valid COBRA election in effect, if sooner). Such coverage shall in all events qualify as an "accident or health plan" under Sections 105 or 106 of the Code and shall be secondary to: (y) benefits of the same type received by or made available to you by a subsequent employer (if any), and (z) Medicare coverage upon you becoming eligible for Medicare. Notwithstanding the foregoing, in the event the Company determines, in its reasonable judgment, that payment or reimbursement of your COBRA premiums may result in a violation of applicable law, the imposition of any penalties under applicable law, or other adverse consequences to the Company, the Company may instead pay to you a lump sum amount, in cash, that on an after-tax basis is equal to the premiums (or remaining premiums) that would otherwise have been paid or reimbursed by the Company.

(ii) Continued participation in, and payment of premiums by the Company for, life insurance and other welfare benefits (other than health, dental, and hospitalization benefits) that you would otherwise be entitled to receive had you remained employed by the Company during the one-year period following the date of termination; provided, however, that if such participation by you after termination of employment is not permitted under any such plan, the Company may provide you with substantially equivalent alternative coverage through one or more individual insurance policies or otherwise. You shall cooperate with the Company with respect to the Company's obtaining and providing such substantially equivalent alternative coverage.

5. Restrictions.

5.1 Confidential Information

(a) You shall not disclose or use at any time, either during or subsequent to your service with the Company, any trade secrets or other proprietary or confidential information, whether patentable or not, of the Company or any of its Affiliates (defined below), including, but not limited to, technical or non-technical data, software programs and enhancement equipment, hardware and enhancements, business strategies, marketing data and plans, current and potential customer data and contract arrangements, plans for growth and acquisition, financial information, facilities, personnel information and operating methods and procedures or suppliers, of which you are or become informed or aware during your service with the Company, whether or not developed by you. "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

(b) This covenant shall survive the termination of your service with the Company and shall remain in effect and be enforceable against you for so long as any such Company and/or Affiliate secret, proprietary or confidential information retains economic value, whether actual or potential (to be determined at the discretion of the Company and/or the Affiliate, as applicable), from not being generally known to other persons who can obtain economic value from its disclosure or use. You shall execute such reasonable further agreements and confirmations of your obligations to the Company and its Affiliates concerning non-disclosure of trade secrets and proprietary and confidential information of the Company and its Affiliates as the Company and its Affiliates may require from time to time.

(c) Upon termination of your service with the Company, you shall promptly deliver to the Company all of the Company's property, wherever it is located, including, but not limited to, keys, equipment, all customer lists, specifications, drawings, listings, documentation, manuals, letters, notes, note books, reports, computer discs, and all copies thereof, and all other materials of a secret, proprietary, or confidential nature relating to the Company's business, which are in your possession or under your control.

(d) Notwithstanding anything to the contrary in this Agreement or otherwise, nothing shall limit your rights under applicable law to provide truthful information to

any governmental entity or to file a charge with or participate in an investigation conducted by any governmental entity.

(e) Notwithstanding the foregoing, you agree to waive your right to recover monetary damages in connection with any charge, complaint or lawsuit filed by you or anyone else on your behalf (whether involving a governmental entity or not); provided, that you are not agreeing to waive, and this Agreement shall not be read as requiring you to waive, any right you may have to receive an award for information provided to any governmental entity. You are hereby notified that the immunity provisions in Section 1833 of title 18 of the United States Code provide that an individual cannot be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made (1) in confidence to federal, state or local government officials, either directly or indirectly, or to an attorney, and is solely for the purpose of reporting or investigating a suspected violation of the law, (2) under seal in a complaint or other document filed in a lawsuit or other proceeding, or (3) to your attorney in connection with a lawsuit for retaliation for reporting a suspected violation of law (and the trade secret may be used in the court proceedings for such lawsuit) as long as any document containing the trade secret is filed under seal and the trade secret is not disclosed except pursuant to court order.

5.2 Intellectual Property. You hereby irrevocably assign and agree to assign to the Company all rights, title, and interest worldwide you may have or acquire in and to any and all Company Intellectual Property, together with the right to prosecute or sue for infringements or violations of the same. The term "**Intellectual Property**" means inventions, discoveries; developments; trade secrets; processes; formulas; data; lists; plans, software programs; graphics; artwork; logos, and all other works of authorship, ideas, concepts, know-how, designs, and techniques, whether or not any of the foregoing is or are patentable, copyrightable, or registerable under any intellectual property laws or industrial property laws in the United States or any foreign country. The term "**Company Intellectual Property**" means all Intellectual Property that: (a) relate to the actual or proposed business, work, research or investigation of the Company, any of its Affiliates or any predecessors thereto or that are discovered, developed, created, conceived, reduced to practice, made, completed, learned or written by you, either alone or jointly with others, in the course of your employment; (b) utilize, incorporate or otherwise relate to Company or Affiliate secret, proprietary or confidential information; or (c) are discovered, developed, created, conceived, reduced to practice, made, completed, learned or written by you using property or equipment of the Company or any of its predecessors. You agree to communicate in writing promptly and fully to the Company (to such department or officer of the Company and in accordance with such procedures as the Company may direct from time to time) any and all Company Intellectual Property. You acknowledge and agree that any work of authorship by you or others comprising Company Intellectual Property shall be deemed to be a "work made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. § 101 (2000)). To the extent that any such work of authorship may not be deemed to be a work made for hire, you hereby irrevocably assigns and agrees to assign any ownership rights you may have or acquire in and to such work to the Company. You agree to perform, whether during or after your employment with the Company, all acts deemed necessary or desirable by the Company to permit and assist the Company in protecting, registering, recording, obtaining,

maintaining, defending, enforcing and perfecting the Company's rights in and to the Company Intellectual Property, including executing applications for registration, therefore. This Agreement does not apply to any Intellectual Property you made before your employment by the Company.

5.3 Non-Disparagement. You agree, other than with regard to employees in the good faith performance of your duties with the Company while employed by the Company, both during and after your employment with the Company terminates, not to knowingly disparage the Company or its officers, directors, employees or agents in any manner likely to be materially harmful to it or them or its or their business, business reputation or personal reputation. This paragraph shall not be violated by statements from you which are truthful, complete and made in good faith in required response to legal process or governmental inquiry. You also agree that any breach of this non-disparagement provision by you shall be deemed a Material Breach of this Agreement. Likewise, the Company agrees not to disparage you or your business or personal reputation, provided, however. that this paragraph shall not be violated by statements from the company which are truthful, complete, and made in good faith in required governmental disclosures in response to legal or governmental inquiry. The Company agrees that its breach of this non-disparagement provision shall be deemed a Material Breach of this Agreement.

5.4 Non-Competition. You agree that so long as you are employed by the Company and for a period of one (1) year after such employment is terminated, whether voluntarily or involuntarily, you will not be employed by, manage, operate, control or participate in the ownership, management, operation or control of any company, business, or organization doing business in the United States that provides products or services competitive with those of the Company if that company is providing services under a program for which the Company provided services during the last two (2) years of your employment and if your job duties or function for that company, business or organization is substantially similar to the job duties or function that you performed in connection with that program while employed by the Company during that period.

5.5 Program Non-Solicitation. You agree that you will not, while employed with the Company and for an additional two (2) years after your employment with the Company is terminated for any reason, whether voluntarily or involuntarily, participate in or assist with the submission of any proposal or bid for a program or prospective program that is competitive with a proposal of the Company by: (i) disclosing, providing or using information about the Company's work on a program or prospective program, (ii) disclosing, providing or using information about a proposal or bid for a program and prospective program prepared or made by the Company, (iii) reviewing, advising or assisting with the preparation of a proposal or bid for a program or prospective program, or (iv) reviewing, advising, assisting with or making a presentation to a program customer or prospective program customer.

5.6 Employee Non-Solicitation. You agree that you will not, while employed with the Company and for an additional two (2) years after your employment with the Company is terminated for any reason, whether voluntarily or involuntarily, directly or indirectly, (i) solicit, hire, or recruit, (ii) attempt to solicit, hire or recruit, or (iii) induce or cause the

termination of employment or engagement of, any employee, consultant, independent contractor or agent of the Company.

5.7 Remedies for Breach. The parties hereby declare that the rights of the Company contained in Sections 5.1 through 5.6 are of a unique nature, the loss of which may cause irreparable harm, and that it may be impossible to measure in money the damages which will accrue to the Company by reason of the loss of such rights or a failure by you to perform or adhere to any of the obligations under Sections 5.1 through 5.6 herein. You expressly acknowledge that remedies at law alone will be inadequate to compensate the Company and its Affiliates for any breach or violation of any of the provisions of Sections 5.1 through 5.6 herein, and that the Company, in addition to all other remedies hereunder or thereunder, shall be entitled, as a matter of right, to seek injunctive relief, including specific performance, with respect to any such breach or violation, in any court of competent jurisdiction and you waive the requirement of the posting of any bond in connection with such injunctive relief. You further acknowledge and agree that the promises and covenants contained in Sections 5.1 through 5.6 are ancillary to the otherwise enforceable promises contained herein and are reasonable and valid.

6. Indemnification. The Company hereby agrees to indemnify and hold you harmless for any damages, costs, charges, fees or other expenses, including without limitation, reasonable attorneys' fees, that you incur or may incur as a result of any claims, disputes, suits or other proceedings or investigations arising out of or relating to the performance of your duties under this Agreement, to the maximum extent permitted by law. You shall be entitled to advancement of expenses in the event an indemnifiable event occurs or is threatened upon written notice to the Company of such event. You may be represented in any such matter by counsel of your choice if you shall reasonably determine that there exists a conflict of interest between the Company and you. The Company's obligations under this Section 6 shall be subject to you executing and delivering to the Company an undertaking agreement containing customary provisions for the repayment of any amounts paid, advanced, or reimbursed by the Company to the extent that it is ultimately determined that you are not entitled to indemnification pursuant to this Section 6.

7. General.

7.1 Notices. All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given, if delivered personally or mailed first-class, postage prepaid, by registered or certified mail, as follows (or to such other or additional address as either party shall designate by notice in writing to the other in accordance herewith): If to the Company, to the Company's principal HR official in the United States and, if to you, to the address set forth on the records of the Company.

7.2 Governing Law. Except for the indemnification provision contained in Section 6, which shall be governed by the laws of the State of Delaware, this Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia applicable to agreements made and performed within Virginia, without regard to the principles of conflicts laws.

7.3 Resolution of Conflict. Except as provided in Section 5.7, any and all disputes, claims and controversies between the parties hereto concerning the validity, interpretation, performance, termination or breach of this Agreement, which cannot be resolved by the parties within ninety (90) days after such dispute, claim or controversy arises shall, at the option of either party, be referred to and finally settled by arbitration. Such arbitration shall be initiated by the initiating party giving notice (the "**Arbitration Notice**") to the other party (the "**Respondent**") that it intends to submit such dispute, claim or controversy to arbitration. Each party shall, within thirty (30) days of the date the Arbitration Notice is received by the Respondent, designate a person to act as an arbitrator; if either party fails to designate a person to Act as an arbitrator within the time specified herein the arbitration shall be conducted by the sole designated arbitrator. The two arbitrators appointed by the parties shall, within thirty (30) days after their designation appoint a third arbitrator who shall act as presiding arbitrator (the "**Presiding Arbitrator**"). If the two arbitrators designated by the parties are unable to appoint a Presiding Arbitrator, the Presiding Arbitrator shall be appointed according to the rules of the American Arbitration Association as in effect on the date the notice of submission to arbitration is given (the "**Rules**"). Such arbitration shall be held in Virginia in accordance with the Rules except as otherwise expressly provided herein. The arbitrators shall, by majority vote, render a written decision stating reasons therefore in reasonable detail within three (3) months after the appointment of all the arbitrators. The award of the arbitrators shall be made in United States currency and shall be final and binding, and judgment thereon may be rendered by any court having jurisdiction thereof, or application may be made to such court for the judicial acceptance of the award and an order of enforcement as the case may be.

7.4 Assignability. This Agreement may not be assigned by either party without the other party's express written consent.

7.5 Amendments; Waivers. This Agreement may be amended, modified, superseded, canceled, renewed or extended and the terms or covenants hereof may be waived only by written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect such party's right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

7.6 Severability. If any provision of this Agreement is held to be unenforceable by a court, the remaining provisions shall be enforced to the maximum extent possible. If a court should determine that any provision of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

7.7 Withholding Taxes. Payments made to pursuant to this Agreement shall be subject to withholding and social security taxes and other ordinary and customary payroll deductions.

7.8 Compliance with Section 409A of the Code. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") to the extent applicable and will be interpreted in a manner intended to comply with Section 409A of the Code. Notwithstanding anything herein to the contrary, if at the time of your termination of employment with the Company you are a "specified employee" as defined in Section 409A of the Code (and any related regulations or other pronouncements thereunder) and the deferral of the commencement of any payments or benefits otherwise payable hereunder or under the LTI Plans as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to you) until the expiration of the six-month period measured from the date of your separation from service with the Company (or the earliest date as is permitted under Section 409A of the Code). On the first day of the seventh month following the date of your separation from service, or if earlier, the date of your death, all payments delayed pursuant to this paragraph (whether they would have otherwise been paid or reimbursed to you in a single sum or in installments) shall be paid or reimbursed to you in a single sum and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal dates specified for them in this Agreement. In addition, if any other payments of money or other benefits due to you hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Company, that does not cause such an accelerated or additional tax. To the extent any reimbursements or in-kind benefits due to you under this Agreement constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to you in a manner consistent with Treas. Reg. Section 1.409A-3(i)(l)(iv) or (v), as applicable. Each payment made under this Agreement shall be designated as a "separate payment" within the meaning of Section 409A of the Code. The Company shall consult with you in good faith regarding the implementation of the provisions of this Section 7.8.

7.9 Section 280G.

(a) If any of the payments or benefits received or to be received by you (including, without limitation, any payment or benefits received in connection with your Separation of Service, whether pursuant to the terms of this Agreement or any other plan, arrangement, or agreement, or otherwise) (all such payments collectively referred to herein as the "**280G Payments**") constitute "parachute payments" within the meaning of Section 280G of the Code and will be subject to the excise tax imposed under Section 4999 of the Code (the "**Excise Tax**", then such 280G Payments will be reduced in a manner determined by the Company (by the minimum possible amounts) that is consistent with the requirements of Section 409A until no amount payable to you will be subject to the Excise Tax. If two economically equivalent amounts are subject to reduction but are payable at different times, the amounts will be reduced (but not below zero) on a pro rata basis.

(b) All calculations and determinations under this Section will be made by an independent accounting firm, independent consultant or independent tax counsel appointed by the Company (the "**Tax Counsel**") whose determinations will be conclusive and binding on the Company and you for all purposes. For purposes of making the calculations and determinations required by this Section, the Tax Counsel may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Company and you will furnish the Tax Counsel with such information and documents as the Tax Counsel may reasonably request in order to make its determinations under this Section. The Company will bear all costs the Tax Counsel may reasonably incur in connection with its services.

7.10 No Offset. Neither you nor the Company shall have any right to offset any amounts owed by one party hereunder against amounts owed or claimed to be owed to such party, whether pursuant to this Agreement or otherwise, and you and the Company shall make all the payments provided for in this Agreement in a timely manner.

7.11 Beneficiaries. Whenever this Agreement provides for any payment to your estate, such payment may be made instead to such beneficiary or beneficiaries as you may designate by written notice to the Company. You shall have the right to revoke any such designation and to re-designate a beneficiary or beneficiaries by written notice to the Company (and to any applicable insurance company) to such effect.

7.12 Compliance with SSA and Proxy Agreement. The parties agree that the terms of this Agreement and the performance of the parties' obligations contemplated herein are intended to be subject to any Special Security Agreement ("**SSA**") or Proxy Agreement entered into between the Company and the Department of Defense, each as may be modified from time to time. To the extent that any provision of this Agreement is prohibited or invalid under the terms of any SSA or Proxy Agreement, (a) such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, and (b) the Company and you agree to negotiate in good faith such changes as may be necessary to comply with the terms of any SSA or Proxy Agreement and to preserve to the maximum extent possible, the rights and obligations of the parties hereto.

7.13 Successor. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company to assume and agree to perform this Agreement in the same manner and to the same extent as the Company would be required to perform if no such succession had occurred. As used in this Agreement, "**Company**" shall mean the Company as defined above and any successor to all or substantially all of its business or assets which becomes bound by all of the terms and conditions of this Agreement.

7.14 Counterparts. This Agreement may be executed in any number of counterparts and by facsimile or .pdf, all of which shall constitute one original instrument.

7.15 Headings. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

7.16 Entire Agreement. This letter and the documents and agreements referenced herein constitute the entire agreement between you and the Company with respect to the subject matter hereof and as of the Effective Date will supersede any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between you and the Company concerning those subject matters, including but not limited to the employment agreement between you and the Company dated as of May 1, 2014 and the employment agreement between you and the Company dated as of May 3, 2017. The terms set forth in this letter shall not be changed, altered, modified or amended, except by a written agreement that (i) explicitly states the intent of both parties hereto to supplement this offer letter and (ii) is signed by both parties hereto. No provision of this Agreement is intended to confer on any person not a party hereto any rights or remedies.

7.17 No Mitigation. The Company agrees that, if your employment with the Company terminates, you shall not be required to seek other employment or to attempt in any way to reduce any amounts payable to you by the Company pursuant to Section 4. Further, no payment or benefit provided for in this Agreement shall be reduced by any compensation earned by you as the result of retirement benefits or as a result of you providing services to another Person.

7.18 Survival. Provisions of this Agreement which by their terms must survive the termination of this Agreement in order to effectuate the intent of the parties will survive any such termination, whether by termination of your employment or otherwise, for such period as may be appropriate under the circumstances. Such provisions include, without limitation, Sections 4, 5, 6 and 7.

To accept this offer, please sign this letter in the space provided below and return to Tami Gesiskie, Senior Vice President, Human Resources. We are pleased to reach agreement regarding your continued service to the Company and look forward to receiving your acceptance of this offer by 11:59 pm (ET) on [ ], 2022.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement with legal and binding effect as of the day and year first above written.

LEONARDO DRS, INC.

By: /s/ Frances F. Townsend
Name: Frances F. Townsend
Title: Compensation Committee Chair

WILLIAM J. LYNN III

/s/ William J. Lynn III

Leonardo DRS Announces Closing of Merger with RADA

ARLINGTON, Virginia – November 28, 2022 – Leonardo DRS, Inc. ("Leonardo DRS", or the "Company"), a leading mid-tier defense technology provider, today announced the successful completion of the all-stock merger between Leonardo DRS and RADA Electronic Industries Ltd. ("RADA") to become a combined public company (the "Combined Company"). As previously disclosed, RADA shareholders will retain 19.5% ownership in the Combined Company with Leonardo DRS's parent company, Leonardo S.p.A., (MIL: LDO), owning the remaining 80.5%. Leonardo DRS's stock will be listed on NASDAQ and the Tel Aviv Stock Exchange ("TASE") under the symbol "DRS" with RADA's existing stock symbol converting to the Leonardo DRS symbol effective at the opening of NASDAQ trading on November 29, 2022 and TASE trading on November 30, 2022.

The Combined Company will be aligned to fast growing segments of the U.S. Department of Defense ("DoD") budget with market leading positions in advanced sensing, force protection, network computing, and electric power & propulsion. Further, the Combined Company's mid-tier position provides meaningful scale coupled with agility to respond to customer needs with affordable and differentiated solutions. Pro forma revenue and Adjusted EBITDA in 2021 for the Combined Company was approximately $2.7 billion and $305 million, respectively.

"We look forward to bringing Leonardo DRS's mid-tier strength to the public markets with the addition of RADA's leading tactical radar capabilities," said William J. Lynn III, Chairman & CEO of Leonardo DRS. "Leonardo DRS's broad exposure to fast growing segments in the defense market and market leading positions in advanced sensing, force protection, network computing and electric power & propulsion make us a unique defense contractor with a compelling growth outlook, margin expansion capabilities and a largely unlevered balance sheet."

"We are pleased to have received strong shareholder support for this transaction," commented Dov Sella, CEO of RADA. "It has always been our goal to maximize shareholder value, and the RADA team and Board believe this merger represents an excellent outcome for the Company. The RADA team looks forward to continuing to penetrate the tactical radar market within the strong Leonardo DRS platform."

In celebration of the transaction and the first trading under the DRS ticker symbol, the Leonardo DRS leadership and broader management team, led by CEO William J. Lynn III, will ring the Nasdaq closing bell on November 29, 2022 at 4:00 pm. The bell ringing ceremony can be seen live on U.S. financial network television and on Nasdaq.com.

About Leonardo DRS

Leonardo DRS, Inc., headquartered in Arlington VA, develops and manufactures advanced defense products for the U.S. military, intelligence agencies and allies around the world. The company's broad technology portfolio focuses on advanced sensing, network computing, force protection, and electrical power and propulsion, as well as a range of key defense priorities. Our innovative people are leading the way in developing disruptive technologies for autonomous, dynamic, interconnected, and multi-domain capabilities to defend against new and emerging threats. See how we are shaping the battlefield of tomorrow at www.LeonardoDRS.com.

Forward-Looking Statements

This communication includes certain forward looking statements and forward looking information within the meaning of the Private Securities Litigation Reform Act of 1995 or the Israeli Securities Law, 1968 (as applicable) (collectively, "FLI"). FLI is typically identified by words such as "anticipate", "expect", "project", "estimate", "forecast", "plan", "intend", "target", "believe", "likely", "seek", "aim", "project" and similar words suggesting future outcomes or statements regarding an outlook. All statements other than statements of historical fact may be FLI.

Although we believe that the FLI is reasonable based on the information available today and processes used to prepare it, such statements are not guarantees of future performance and you are cautioned against placing undue reliance on FLI. By its nature, FLI involves a variety of assumptions, which are based upon factors that may be difficult to predict and that may involve known and unknown risks and uncertainties and other factors which may cause actual results and outcomes to differ materially from those expressed or implied by these FLI, including, but not limited to, the following: the success of integration plans from the merger transaction; the volatility of the international marketplace; potential adverse reactions or changes to business, government or employee relationships, including those resulting from the announcement or completion of the transaction; general U.S., Israeli and global social, economic, political, credit and business conditions; changes in laws; regulations and government policies; changes in taxes and tax rates; customer, stockholder, regulatory and other stakeholder approvals and support; material adverse changes in economic and industry conditions; the pandemic created by the outbreak of COVID-19 and resulting effects on economic conditions; the ramifications of the Russia-Ukraine conflict, and other risks and uncertainties listed in Leonardo DRS's filings or RADA's filings with the Securities and Exchange Commission (the "SEC"), including under the heading "Risk Factors" in Leonardo DRS's most recently filed Annual Report on Form 10-K as such risk factors may be amended, supplemented or superseded from time to time by other filings with the SEC and under the heading "Risk Factors" in RADA's most recently filed Annual Report on Form 20-F as such risk factors may be amended, supplemented or superseded from time to time.

We caution that the foregoing list of factors is not exhaustive and is made as of the date hereof. Additional information about these and other assumptions, risks and uncertainties can be found in reports and filings by Leonardo DRS and RADA with the U.S. Securities and Exchange Commission, including any prospectus, registration statement or other documents to be filed or furnished in connection with the transaction. Due to the interdependencies and correlation of these factors, as well as other factors, the impact of any one assumption, risk or uncertainty on FLI cannot be determined with certainty.

Except to the extent required by law, Leonardo DRS assumes no obligation to publicly update or revise any FLI, whether as a result of new information, future events or otherwise. All FLI in this communication is expressly qualified in its entirety by these cautionary statements.

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