
**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): January 26, 2016

LOCKHEED MARTIN CORPORATION

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

1-11437
(Commission
File Number)

52-1893632
(IRS Employer
Identification No.)

6801 Rockledge Drive
Bethesda, Maryland
(Address of principal executive offices)

20817
(Zip Code)

(301) 897-6000
(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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 8.01 Other Events

On January 26, 2016, Lockheed Martin Corporation (“Lockheed Martin”) filed a current report on Form 8-K with the Securities and Exchange Commission reporting that it had entered into (i) an Agreement and Plan of Merger (the “Merger Agreement”), dated January 26, 2016, among Lockheed Martin, Leidos Holdings, Inc. (“Leidos”), Abacus Innovations Corporation, a wholly-owned subsidiary of Lockheed Martin (“Spinco”), and Lion Merger Co., a wholly-owned subsidiary of Leidos (“Merger Sub”) and (ii) a Separation Agreement (the “Separation Agreement”), dated January 26, 2016, between Lockheed Martin and Spinco, and providing a brief description of the terms and conditions of the Merger Agreement and the Separation Agreement that are material to Lockheed Martin. This current report on Form 8-K is being filed solely to file a copy of the Merger Agreement and the Separation Agreement, which were omitted from the earlier Form 8-K and are filed as Exhibit 2.1 and Exhibit 2.2, respectively, hereto.

The Separation Agreement and the Merger Agreement have been filed to provide investors and security holders with information regarding the terms of the Separation Agreement and the Merger Agreement. They are not intended to provide any other factual information about Lockheed Martin, Spinco, Leidos, Merger Sub, their respective subsidiaries and affiliates, or Lockheed Martin’s government information technology and technical services businesses, which have been realigned in its Information Systems & Global Solutions (IS&GS) business segment. The Merger Agreement contains representations and warranties of Lockheed Martin and Spinco solely for the benefit of Leidos and Merger Sub and representations and warranties of Leidos and Merger Sub solely for the benefit of Lockheed Martin and Spinco. The assertions embodied in those representations and warranties are qualified by information in confidential disclosure letters that the parties have exchanged in connection with signing the Merger Agreement as of a specific date. The disclosure letters contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Merger Agreement. Therefore, investors and security holders should not treat them as categorical statements of fact. Moreover, these representations and warranties may apply standards of materiality in a way that is different from what may be material to investors. They were made only as of the date of the Merger Agreement or such other date or dates as may be specified in the Merger Agreement and they are subject to more recent developments. Accordingly, investors and security holders should read the representations and warranties in the Merger Agreement not in isolation but only in conjunction with the other information about Lockheed Martin and Leidos and their subsidiaries that the respective companies include in reports and statements they file with the SEC.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.¹

<u>Exhibit Number</u>	<u>Description</u>
2.1	Agreement and Plan of Merger, dated as of January 26, 2016, among Lockheed Martin Corporation, Leidos Holdings, Inc., Abacus Innovations Corporation and Lion Merger Co.
2.2	Separation Agreement, dated as of January 26, 2016, between Lockheed Martin Corporation and Abacus Innovations Corporation.

Cautionary Statement Regarding Forward Looking Statements

The forward looking statements contained in this document involve risks and uncertainties that may affect Lockheed Martin Corporation’s (“Lockheed Martin”) and Leidos Holdings, Inc.’s (“Leidos”) operations, markets, products, services, prices and other factors as discussed in filings with the Securities and Exchange Commission (the “SEC”). These risks and uncertainties include, but are not limited to, economic, competitive, legal, governmental and technological factors. Accordingly, there is no assurance that the expectations of either company will be realized.

¹ The schedules and attachments to the Merger Agreement and the Separation Agreement have been omitted pursuant to Item 601(b)(2) of Regulation S-K, and such schedules and attachments will be furnished to the SEC upon request.

This document also contains statements about Lockheed Martin's agreement to separate a substantial portion of its government information technology infrastructure services business and its technical services business, which have been realigned in the Information Systems & Global Solutions (IS&GS) business segment, and combine this business with Leidos in a Reverse Morris Trust transaction (the "Transaction"). Many factors could cause actual results to differ materially from these forward-looking statements with respect to the Transaction, including risks relating to the completion of the transaction on anticipated terms and timing, including obtaining stockholder and regulatory approvals, anticipated tax treatment, the dependency of any split-off transaction on market conditions and the value to be received in any split-off transaction, unforeseen liabilities, future capital expenditures, revenues, expenses, earnings, synergies, economic performance, indebtedness, financial condition, losses, future prospects, business and management strategies for the management, expansion and growth of the new combined company's operations, Leidos' ability to integrate the businesses successfully and to achieve anticipated synergies, and the risk that disruptions from the Transaction will harm Lockheed Martin's or Leidos' business. While the list of factors presented here is considered representative, no such list should be considered to be a complete statement of all potential risks and uncertainties. Unlisted factors may present significant additional obstacles to the realization of forward-looking statements. Consequences of material differences in results as compared with those anticipated in the forward-looking statements could include, among other things, business disruption, operational problems, financial loss, legal liability to third parties and similar risks, any of which could have a material adverse effect on Lockheed Martin's or Leidos' consolidated financial condition, results of operations or liquidity. For a discussion identifying additional important factors that could cause actual results to vary materially from those anticipated in the forward-looking statements, see Lockheed Martin and Leidos' filings with the SEC, including "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Risk Factors" in Lockheed Martin's annual report on Form 10-K for the year ended December 31, 2014 and in Leidos' annual report on Form 10-K for the year ended January 30, 2015, and in their quarterly reports on Form 10-Q which are available on the respective companies websites at <http://www.Leidos.com> (Leidos) and <http://www.lockheedmartin.com> (Lockheed Martin) and at the SEC's web site at <http://www.sec.gov>. Neither Lockheed Martin nor Leidos assumes any obligation to provide revisions or updates to any forward-looking statements should circumstances change, except as otherwise required by securities and other applicable laws.

Additional Information and Where to Find It

In connection with the proposed transaction, Abacus Innovations Corporation, a wholly-owned subsidiary of Lockheed Martin created for the transaction ("Spinco"), will file with the SEC a registration statement on Form S-4/S-1 containing a prospectus and Leidos will file with the SEC a proxy statement on Schedule 14A and a registration statement on Form S-4 containing a prospectus. INVESTORS AND SECURITY HOLDERS ARE ADVISED TO READ THE REGISTRATION STATEMENTS/PROSPECTUSES AND PROXY STATEMENT WHEN THEY BECOME AVAILABLE, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PARTIES AND THE PROPOSED TRANSACTION. Investors and security holders may obtain a free copy of the prospectuses and proxy statement (when available) and other documents filed with the SEC by Lockheed Martin, Spinco and Leidos at the SEC's web site at <http://www.sec.gov>. Free copies of these documents, once available, and each of the companies' other filings with the SEC, may also be obtained from the respective companies websites at <http://www.Leidos.com> (Leidos) and <http://www.lockheedmartin.com> (Lockheed Martin).

This communication is not a solicitation of a proxy from any investor or security holder. However, Leidos, Lockheed Martin, and certain of their respective directors, executive officers and other members of management and employees, may be deemed to be participants in the solicitation of proxies from stockholders of Leidos in respect of the proposed transaction under the rules of the SEC. Information regarding Leidos' directors and executive officers is available in Leidos' 2014 Annual Report on Form 10-K filed with the SEC on March 25, 2015, and in its definitive proxy statement for its annual meeting of stockholders filed on April 17, 2015. Information regarding Lockheed Martin's directors and executive officers is available in Lockheed Martin's 2014 Annual Report on Form 10-K filed with the SEC on February 9, 2015, and in its definitive proxy statement for its annual meeting of stockholders filed on March 13, 2015. These documents can be obtained free of charge from the sources indicated above. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the registration statements, prospectuses and proxy statement and other relevant materials to be filed with the SEC when they become available.

This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer,

solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

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.

Lockheed Martin Corporation

by: /s/ Stephen M. Piper

Stephen M. Piper

Vice President and Associate General Counsel

Date: January 27, 2016

EXHIBIT INDEX

Exhibit
Number

Description

- | | |
|-----|--|
| 2.1 | Agreement and Plan of Merger, dated as of January 26, 2016, among Lockheed Martin Corporation, Leidos Holdings, Inc., Abacus Innovations Corporation and Lion Merger Co. |
| 2.2 | Separation Agreement, dated as of January 26, 2016, between Lockheed Martin Corporation and Abacus Innovations Corporation. |

AGREEMENT AND PLAN OF MERGER

Dated as of January 26, 2016

By and Among

**LOCKHEED MARTIN CORPORATION,
ABACUS INNOVATIONS CORPORATION,
LEIDOS HOLDINGS, INC.**

and

LION MERGER CO.

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EXHIBIT

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (together with the Disclosure Letters and Exhibits hereto, this "Agreement") is made as of the 26th day of January 2016, by and among Lockheed Martin Corporation, a Maryland corporation ("LMC"), Abacus Innovations Corporation, a Delaware corporation and wholly owned Subsidiary of LMC ("Spinco"), Leidos Holdings, Inc., a Delaware corporation ("RMT Parent"), and Lion Merger Co., a Delaware corporation and direct, wholly owned Subsidiary of RMT Parent ("Merger Sub"). Each of LMC, Spinco, RMT Parent and Merger Sub is sometimes referred to individually as a "Party" and collectively they are sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, LMC, among other things, is engaged, directly and indirectly, in the Spinco Business and its other businesses;

WHEREAS, Spinco is a wholly owned direct subsidiary of LMC and, following the Internal Reorganization, will be engaged in the Spinco Business;

WHEREAS, contemporaneously with the execution of this Agreement, LMC and Spinco are entering into the Separation Agreement;

WHEREAS, on or prior to the Closing Date, and subject to the terms and conditions set forth in the Separation Agreement, LMC will consummate the Internal Reorganization, and following the Internal Reorganization and prior to the Merger Effective Time, LMC will transfer (the "Distribution") all of the issued and outstanding shares of Spinco's common stock, \$0.001 par value per share ("Spinco Common Stock"), to holders of LMC's common stock, \$1.00 par value per share ("LMC Common Stock");

WHEREAS, in the sole discretion of LMC and subject to the terms and conditions of the Separation Agreement, the Distribution shall be made (i) without consideration, by way of a *pro rata* dividend, or (ii) by way of an offer to exchange (the "Exchange Offer") shares of Spinco Common Stock for currently outstanding shares of LMC Common Stock and, in the event that LMC's stockholders subscribe for less than all of the Spinco Common Stock in the Exchange Offer, without consideration and *pro rata* to holders of LMC Common Stock, by way of a dividend of any unsubscribed shares of Spinco Common Stock;

WHEREAS, at the Merger Effective Time, the Parties will effect the merger of Merger Sub with and into Spinco (the "Merger"), with Spinco continuing as the surviving corporation, all upon the terms and conditions set forth herein;

WHEREAS, the Parties intend that, for U.S. federal income Tax purposes, the Internal Reorganization, the Spinco Transfer, the Parent Cash Distribution, the Distribution and the Merger will be treated as contemplated by the Tax Matters Agreement and, accordingly, that (a) the Spinco Transfer and the Distribution, taken together, qualify as a "reorganization" within the meaning of Section 368(a)(1)(D) of the Code and that each of LMC and Spinco will be a "party to the reorganization" within the meaning of Section 368(b) of the Code, (b) the Distribution, as

such, qualifies as a distribution of Spinco Common Stock to LMC's stockholders pursuant to Section 355 of the Code, (c) the Merger will not cause Section 355(e) of the Code to apply to the Distribution, (d) the Parent Cash Distribution qualifies as money distributed to LMC creditors or stockholders in connection with the reorganization for purposes of Section 361(b) of the Code, and (d) the Merger qualifies as a "reorganization" within the meaning of Section 368(a) of the Code and that each of RMT Parent, Merger Sub and Spinco will be a "party to the reorganization" within the meaning of Section 368(b) of the Code;

WHEREAS, the Board of Directors of RMT Parent (the "RMT Parent Board") (a) has approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger and the RMT Parent Share Issuance, and (b) has resolved to recommend the approval by the stockholders of RMT Parent of the RMT Parent Share Issuance;

WHEREAS, the Board of Directors of Merger Sub (the "Merger Sub Board") (a) has approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, and (b) has resolved to recommend the adoption of this Agreement by the sole stockholder of Merger Sub;

WHEREAS, the Board of Directors of Spinco (the "Spinco Board") (a) has approved and declared advisable this Agreement and the transactions contemplated hereby, including the Internal Reorganization, the Spinco Transfer, the Distribution and the Merger and (b) has resolved to recommend the adoption of this Agreement by the sole stockholder of Spinco; and

WHEREAS, the Board of Directors of LMC (the "LMC Board") has approved this Agreement and the Separation Agreement and the transactions contemplated hereby and thereby, including the Internal Reorganization, the Spinco Transfer, the Distribution and the Merger;

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.01 Definitions.

Capitalized terms used in this Agreement have the meanings specified in Exhibit A.

ARTICLE II

THE MERGER

Section 2.01 The Merger.

Upon the terms and subject to the satisfaction or written waiver (where permissible under Applicable Law) of the conditions set forth in Article VIII, and in accordance with the applicable

provisions of the DGCL, at the Merger Effective Time, Merger Sub shall be merged with and into Spinco. As a result of the Merger, at the Merger Effective Time, the separate corporate existence of Merger Sub shall cease and Spinco shall continue as the surviving corporation in the Merger (the “Surviving Corporation”).

Section 2.02 Closing; Merger Effective Time.

As promptly as practicable, but in no event later than the later of (i) the third Business Day, after the satisfaction or written waiver (where permissible under Applicable Law) of the conditions set forth in Article VIII (other than those conditions that by their terms are to be satisfied at the Closing or on the Closing Date (including the Distribution), but subject to the satisfaction or written waiver (where permissible under Applicable Law) of those conditions at the Closing), and (ii) the earlier of (A) the date during the Marketing Period to be specified by RMT Parent on no fewer than two Business Days’ notice to LMC (it being understood that such date may be conditioned upon the simultaneous completion of the Financings), and (B) the first Business Day following the final day of the Marketing Period (unless another date, time or place is agreed to in writing by LMC and RMT Parent), the Parties shall cause the Merger to be consummated by filing a certificate of merger (the “Certificate of Merger”) with the Secretary of State of the State of Delaware, in such form as is required by, and executed in accordance with, the relevant provisions of the DGCL (the date and time of such filing of the Certificate of Merger (or such later time as may be agreed by each of the Parties and specified in the Certificate of Merger) being the “Merger Effective Time”). Immediately prior to the filing of the Certificate of Merger, a closing (the “Closing”) shall be held at the offices of Hogan Lovells US LLP, Columbia Square, 555 Thirteenth Street, NW, Washington, DC 20004, or such other place as the parties shall agree, for the purpose of confirming the satisfaction or waiver, as the case may be, of the conditions set forth in Article VIII.

Section 2.03 Effects of the Merger.

The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL.

Section 2.04 Conversion of Shares.

(a) Conversion of Spinco Common Stock. At the Merger Effective Time, by virtue of the Merger and without any action on the part of RMT Parent, Merger Sub, Spinco or the holders of the Spinco Common Stock, each share of Spinco Common Stock (all shares of Spinco Common Stock being collectively, the “Spinco Shares”) issued and outstanding immediately prior to the Merger Effective Time shall be converted automatically into the right to receive one fully paid and non-assessable share of RMT Parent Common Stock (the “Merger Consideration”), and each holder of certificates or book-entry shares that immediately prior to the Merger Effective Time represented such Spinco Shares shall thereafter cease to have any rights with respect thereto, except (i) the right to receive the Merger Consideration, any dividends or other distributions pursuant to Section 3.01(c) and cash in lieu of any fractional shares payable pursuant to Section 3.01(e), in each case to be issued or paid, without interest, in consideration therefor and (ii) as provided by Applicable Law.

(b) Capital Stock of Merger Sub. At the Merger Effective Time, by virtue of the Merger and without any action on the part of RMT Parent, Merger Sub, Spinco or the holders of the Spinco Common Stock, each share of common stock, par value \$0.01 per share, of Merger Sub issued and outstanding immediately prior to the Merger Effective Time shall be converted into and become one validly issued, fully paid and non-assessable share of common stock, par value \$0.01 per share, of the Surviving Corporation.

(c) Exchange Ratio True-Up. If the condition set forth in Section 8.03(b) would be unable to be satisfied solely because immediately after the Merger Effective Time, the percentage of outstanding shares of RMT Parent Common Stock to be received by the former holders of Spinco Common Stock with respect to Qualified Spinco Common Stock would be less than 50.1% (the "Threshold Percentage") of all the stock of RMT Parent (including (i) any instruments that are treated as stock for U.S. federal income Tax purposes and (ii) any stock that may be issued after the Merger Effective Time, pursuant to the exercise or settlement of an option or other contract acquired or entered into on or before the Merger Effective Time that may be regarded as having been acquired or entered into before the Merger Effective Time as part of a "plan" of which the Distribution is a part within the meaning of Section 355(e) of the Code, determined without regard to any adjustment pursuant to this Section 2.04(c)), including, for the avoidance of doubt, by reason of the failure of the representation set forth in Section 10(a)(ii) of the Tax Matters Agreement to be true in all relevant respects (an "RMT Parent Capitalization Breach"), then the number of shares of Spinco Common Stock issued pursuant to Section 2.04(d) and converted pursuant to Section 2.04(a) shall be increased such that the aggregate number of shares of RMT Parent Common Stock to be received by the former holders of Spinco Common Stock with respect to Qualified Spinco Common Stock equals the Threshold Percentage; provided, that no adjustment shall be required pursuant to this Section 2.04(c) to the extent that any required increase is the result of a change in Applicable Law between the date of this Agreement and the Merger Effective Time; and provided, further, that to the extent any increase required under this Section 2.04(c) is the result of (x) actions taken by an LMC Entity pursuant to the plan (or series of related transactions) that includes the Distribution (within the meaning of Section 355(e) of the Code), or (y) the failure of the LMC Entities to take commercially reasonable action to prevent such an increase that otherwise would have been preventable, it being understood and agreed that neither (A) the mere decision to effect the Distribution by way of an Exchange Offer or One-Step Spin-Off nor (B) an RMT Parent Capitalization Breach shall be deemed to be an action or failure to take an action by the LMC Entities for purposes of clauses (x) and (y), then the amount of the Spinco Special Cash Payment shall be reduced by an amount equal to the product of \$55.2243 multiplied by the number of additional shares of RMT Parent Common Stock to be issued pursuant to this Section 2.04(c).

(d) Issuance of Shares of Spinco Common Stock. As contemplated by Section 3.03 of the Separation Agreement, and subject to the adjustment provided in Section 2.04(c) and Section 3.01(f), on or before the Distribution Date, Spinco shall issue and deliver to LMC a number of shares of Spinco Common Stock equal to the difference of (i) the product of (A) the Exchange Ratio, multiplied by (B) 75,434,980, minus (ii) the number of shares of Spinco Common Stock held by LMC immediately prior to such issuance pursuant to Section 3.03 of the Separation Agreement and this Section 2.04(d).

Section 2.05 Charter and Bylaws of Surviving Corporation.

(a) The charter of Spinco immediately prior to the Merger Effective Time, by virtue of the Merger and without any action on the part of RMT Parent, Merger Sub, Spinco or the holders of Spinco Common Stock, shall be the charter of the Surviving Corporation until thereafter amended in accordance with such charter and Applicable Law.

(b) The bylaws of Spinco immediately prior to the Merger Effective Time, by virtue of the Merger and without any action on the part of RMT Parent, Merger Sub, Spinco or the holders of Spinco Common Stock, shall be the bylaws of the Surviving Corporation until thereafter duly amended in accordance with the charter of the Surviving Corporation, such bylaws and Applicable Law.

Section 2.06 Directors and Officers.

The directors of Merger Sub immediately prior to the Merger Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the charter and bylaws of the Surviving Corporation, and the officers of Spinco immediately prior to the Merger Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected and qualified or until such director's or officer's earlier death, resignation or removal.

Section 2.07 Board of Directors/Management of RMT Parent.

(a) The RMT Parent Board shall take all such action as may be necessary (a) to cause the number of directors comprising the RMT Parent Board as of the Merger Effective Time to be no more than 13 directors, and (b) to cause three individuals designated by LMC and reasonably acceptable to the RMT Parent Board to be appointed to the RMT Parent Board as of the Merger Effective Time to serve until the next annual meeting of the stockholders of RMT Parent; provided, that if any of such LMC designees is unable or unwilling to serve, then LMC shall select a reasonable replacement for such LMC designee. In connection with the next annual meeting of the stockholders of RMT Parent following the Merger Effective Time, the RMT Parent Board shall take all such action as may be necessary to include each of the LMC designees as nominees for the RMT Parent Board recommended by the RMT Parent Board for election by RMT Parent's stockholders, subject in all events to the fiduciary duties of the RMT Parent Board of Directors, the requirements of the New York Stock Exchange and all other Applicable Laws. The RMT Parent Board shall take all such action as may be necessary to ensure that at least one of such LMC designees is appointed to serve on each committee of the RMT Parent Board, subject in all events to the requirements of the SEC, the New York Stock Exchange and all other Applicable Laws.

(b) During the period from the date of this Agreement to the Merger Effective Time, RMT Parent shall consult from time to time with and consider the views of LMC regarding the roles and responsibilities of members of the management of the Spinco Business in the management of RMT Parent and Spinco following the Closing; provided, however, that the ultimate decision as to the roles and responsibilities of members of the management of the Spinco Business following Closing shall be the responsibility of RMT Parent.

Section 2.08 The Distribution.

Immediately prior to the Merger, LMC and Spinco shall make the Distribution pursuant to and in accordance with the provisions of this Agreement and the Separation Agreement. Notwithstanding anything in Section 4.02 of the Separation Agreement to the contrary, in the event LMC elects to effect the Distribution as the Exchange Offer, LMC shall extend the expiration date of such Exchange Offer for one or more consecutive increments of not more than 20 Business Days each (the length of such period to be determined by LMC in consultation with RMT Parent), if, as of any otherwise scheduled expiration of the Exchange Offer, any condition to the Exchange Offer or any condition to the consummation of the Merger, other than those conditions that are to be satisfied on the date of the expiration of the Exchange Offer or the Closing Date, has not been satisfied or waived (to the extent permitted under Applicable Law), it being understood that, without the consent of RMT Parent, no such extension shall extend the expiration date of such Exchange Offer to a time later than, the earlier of (a) the later of (i) the date that is 15 Business Days after the satisfaction or waiver of all conditions to the closing of the Merger, other than those conditions that are to be satisfied on the date of the Closing Date and (ii) the date that is 35 Business Days after the commencement of the Exchange Offer and (b) a number of Business Days prior to the Termination Date sufficient to permit the consummation of any Clean-Up Spin-Off prior to the Termination Date.

Section 2.09 The RMT Parent Special Dividend.

Prior to the Merger (regardless of whether the actual payment date for any RMT Parent Special Dividend is before, on or after the Merger Effective Time), RMT Parent, subject to Applicable Law, shall declare a special dividend to the holders of its common shares as of a record date prior to the Closing Date (provided that, in the event the Distribution is in the form of an Exchange Offer, (i) RMT Parent will advise LMC at least seven days prior to the anticipated commencement of the Exchange Offer of the anticipated record date and ex-dividend date on the NYSE for the RMT Parent Common Stock in respect of the special dividend and (ii) the ex-dividend date in the regular way market on the NYSE for the RMT Parent Common Stock in respect of the special dividend shall not be during the averaging period used to determine the final exchange ratio in the Exchange Offer), in an amount equal to \$1,029,210,261 in the aggregate (the "RMT Parent Special Dividend").

ARTICLE III

**DELIVERY OF MERGER CONSIDERATION;
CONVERSION OF EQUITY AWARDS**

Section 3.01 Exchange Fund.

(a) Exchange Agent. Prior to the Merger Effective Time, RMT Parent shall appoint Computershare Trust Company, NA (or another nationally recognized commercial bank or trust company mutually agreed to by LMC and RMT Parent) to act as exchange agent (the "Exchange Agent") for the delivery of the Merger Consideration in accordance with Article II and this Article III. RMT Parent shall deposit, or shall cause to be deposited, with the Exchange Agent, for the benefit of the holders of Spinco Shares, for exchange in accordance with Section

2.04 and this Article III promptly after the Merger Effective Time, book-entry shares representing the Merger Consideration issuable to holders of Spinco Shares as of the Merger Effective Time pursuant to Section 2.04(a) (such book-entry shares of RMT Parent Common Stock, together with any dividends or distributions with respect thereto pursuant to Section 3.01(c) and other amounts payable in accordance with Section 3.01(e), the “Exchange Fund”). The Exchange Agent shall, pursuant to irrevocable instructions from RMT Parent delivered to the Exchange Agent as of the Closing, deliver the Merger Consideration out of the Exchange Fund as contemplated by this Agreement. The cash portion of the Exchange Fund shall be invested by the Exchange Agent as directed by RMT Parent. Any interest or other income from such investments of the Exchange Fund shall be paid to and become income of RMT Parent. Except as contemplated by Section 3.01(g), the Exchange Fund shall not be used for any purpose other than as specified in this Section 3.01(a).

(b) Exchange Procedures.

(i) As promptly as practicable after the Merger Effective Time, RMT Parent shall cause the Exchange Agent to distribute the shares of RMT Parent Common Stock into which the shares of Spinco Common Stock that were distributed in the Distribution have been converted pursuant to the Merger to the Persons who received Spinco Common Stock in the Distribution. Each Person entitled to receive Spinco Common Stock in the Distribution shall be entitled to receive in respect of the shares of Spinco Common Stock distributed to such Person a book-entry authorization representing the number of whole shares of RMT Parent Common Stock that such holder has the right to receive pursuant to this Section 3.01(b) (and cash in lieu of fractional shares of RMT Parent Common Stock, as contemplated by Section 3.01(e)), together with any dividends or distributions and other amounts pursuant to Section 3.01(c)). The Exchange Agent shall not be entitled to vote or exercise any rights of ownership with respect to RMT Parent Common Stock held by it from time to time hereunder, except as contemplated by Section 3.01(c).

(ii) Until exchanged as contemplated by this Section 3.01, each Spinco Share shall be deemed at all times after the Merger Effective Time to represent only the right to receive upon surrender of such Spinco Share, without interest, the Merger Consideration, cash in lieu of any fractional shares of RMT Parent Common Stock that the holder of such Spinco Share may be entitled to receive pursuant to Section 3.01(e) and any dividends or other distributions such holder is entitled to receive pursuant to Section 3.01(c).

(c) Distributions with Respect to Undistributed Shares of RMT Parent Common Stock. No dividends or other distributions declared after the Merger Effective Time with respect to RMT Parent Common Stock shall be paid with respect to any shares of RMT Parent Common Stock that are not able to be distributed by the Exchange Agent promptly after the Merger Effective Time, whether due to a legal impediment to such distribution or otherwise. Subject to the effect of abandoned property, escheat or other Applicable Laws, following the distribution of any such previously undistributed shares of RMT Parent Common Stock, there shall be paid to the record holder of such shares of RMT Parent Common Stock, without interest, (i) at the time of the distribution, the amount of cash payable in lieu of a fractional share of RMT

Parent Common Stock to which such holder may be entitled pursuant to Section 3.01(e) and the amount of dividends or other distributions with a record date after the Merger Effective Time theretofore paid with respect to such whole shares of RMT Parent Common Stock, and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Merger Effective Time but prior to the distribution of such whole shares of RMT Parent Common Stock and a payment date subsequent to the distribution of such whole shares of RMT Parent Common Stock.

(d) No Further Rights in Spinco Common Stock. All shares of RMT Parent Common Stock issued upon the exchange of Spinco Common Stock in accordance with the terms of Article II and this Article III (including any cash paid pursuant to Section 3.01(c) or Section 3.01(e)) shall be deemed to have been issued or paid, as the case may be, in full satisfaction of all rights pertaining to the shares of Spinco Common Stock.

(e) No Fractional Shares. No certificates or scrip representing fractional shares of RMT Parent Common Stock or book-entry credit of the same shall be issued upon the surrender for exchange of Spinco Common Stock, and such fractional share interests will not entitle the owner thereof to vote, or to any other rights of a stockholder of RMT Parent. All fractional shares of RMT Parent Common Stock that a holder of shares of Spinco Common Stock otherwise would be entitled to receive as a result of the Merger shall be aggregated by the Exchange Agent. The Exchange Agent shall cause the whole shares obtained thereby to be sold on behalf of such holders of shares of Spinco Common Stock who otherwise would be entitled to receive such fractional shares of RMT Parent Common Stock in the Merger, in the open market or otherwise, in each case at then-prevailing market prices, and in no case later than five Business Days after the Merger Effective Time. The Exchange Agent shall pay the net proceeds thereof, subject to the deduction of the amount of any withholding Taxes as contemplated in Section 3.01(i) and brokerage charges, commissions and Transfer Taxes, on a *pro rata* basis, without interest, as soon as practicable to the holders of Spinco Common Stock that otherwise would be entitled to receive such fractional shares of RMT Parent Common Stock in the Merger. The payment of cash in lieu of fractional shares of RMT Parent Common Stock to holders of Spinco Common Stock is solely for the purpose of avoiding the expense and inconvenience to RMT Parent of issuing fractional shares and does not represent separately bargained for consideration.

(f) Adjustments to Exchange Ratio. The Exchange Ratio shall be adjusted to reflect appropriately the effect of any stock split, reverse stock split, subdivision, stock dividend (including any dividend or distribution of securities convertible into RMT Parent Common Stock or Spinco Common Stock), extraordinary cash dividends (other than the RMT Parent Special Dividend), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to RMT Parent Common Stock or Spinco Common Stock (other than, in the case of Spinco Common Stock, to the extent contemplated in the Separation Agreement) with a record date occurring on or after the date of this Agreement and prior to the Merger Effective Time, other than the issuance of stock by Spinco in connection with the Separation, the Spinco Special Cash Payment, or the other Contemplated Transactions; provided that nothing in this Section 3.01(f) shall be construed to permit Spinco, RMT Parent or Merger Sub to take any action with respect to its securities that otherwise is prohibited by the terms of this Agreement.

(g) Termination of Exchange Fund. Any portion of the Exchange Fund (including proceeds of any investment thereof) that remains undistributed to the former holders of Spinco Shares on the one-year anniversary of the Merger Effective Time shall, subject to any abandoned property, escheat or similar law, be delivered to RMT Parent, upon demand, and any former holders of Spinco Shares who have not theretofore received shares of RMT Parent Common Stock in accordance with this Article III shall thereafter look only to RMT Parent for the Merger Consideration to which they are entitled pursuant to Section 2.04(a), any cash in lieu of fractional shares of RMT Parent Common Stock to which they may be entitled pursuant to Section 3.01(e) and any dividends or other distributions with respect to the RMT Parent Common Stock to which they may be entitled pursuant to Section 3.01(c) (subject to any abandoned property, escheat or similar law).

(h) No Liability. None of RMT Parent, LMC, Spinco, Merger Sub, the Surviving Corporation or the Exchange Agent shall be liable to any Person for any portion of the Exchange Fund (or dividends or distributions with respect to RMT Parent Common Stock) or any cash delivered to a public official in accordance with any applicable abandoned property, escheat or similar law.

(i) Withholding Rights. Each of the Surviving Corporation, the Exchange Agent, and RMT Parent shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement such amount as it is required to deduct and withhold with respect to the making of such payment under Applicable Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for purposes of this Agreement as having been paid to the Persons otherwise entitled thereto in respect of which such deduction and withholding was made.

Section 3.02 Stock Transfer Books.

From and after the Merger Effective Time, the stock transfer books of Spinco shall be closed and there shall be no further registration of transfers of Spinco Shares thereafter on the books or records of Spinco.

Section 3.03 No Appraisal Rights.

In accordance with Section 262 of the DGCL, no appraisal rights shall be available to holders of Spinco Shares in connection with the Merger.

Section 3.04 Treatment of LMC Equity Awards.

(a) Stock Options. Each LMC Stock Option held by a Spinco Business Employee or Former Spinco Business Employee and outstanding as of the Merger Effective Time, without any action on the part of any Party or the Spinco Business Employee or Former Spinco Business Employee, shall remain outstanding as an option to acquire shares of LMC Common Stock and shall be governed by the terms and conditions of the applicable LMC IPAP and the relevant award agreement in respect thereof.

(b) Restricted Stock Units. Each LMC Restricted Stock Unit in respect of an award made by LMC prior to January 1, 2016 that is held by a Spinco Business Employee and

outstanding as of the Merger Effective Time, without any action on the part of any Party or the Spinco Business Employee, shall fully vest, and shall be converted into shares of LMC Common Stock, in accordance with the terms and conditions of the LMC 2011 IPAP and the relevant award agreement in respect thereof. Each LMC Restricted Stock Unit in respect of an award made by LMC on or after January 1, 2016, without any action on the part of any Party or the Spinco Business Employee, shall be converted into RMT Parent RSUs on the same terms and conditions that governed such LMC Restricted Stock Unit immediately prior to the Merger Effective Time (including in respect of the preservation of Deferred Dividend Equivalents (as defined in the LMC 2011 IPAP)), as set forth in the LMC 2011 IPAP and the relevant award agreement in respect thereof, except that the number of RMT Parent RSUs into which each LMC Restricted Stock Unit shall be converted will equal the RSU Conversion Ratio.

(c) Performance Share Units. Each LMC Performance Share Unit held by a Spinco Business Employee and outstanding as of the Merger Effective Time, without any action on the part of any Party or the Spinco Business Employee, shall remain outstanding as an LMC Performance Share Unit, shall be eligible to partially vest at the end of the applicable vesting period in accordance with the terms and conditions of the LMC 2011 IPAP and the relevant award agreement in respect thereof, and shall be entitled to receive shares of LMC Common Stock at the end of the applicable vesting period based on the terms and conditions of the LMC IPAP and the relevant award agreement in respect thereof.

(d) Miscellaneous. The Parties shall take all actions reasonably necessary to give effect to the provisions of this Section 3.04. In furtherance and without limiting the generality of the foregoing, RMT Parent shall prepare and file with the SEC a registration statement or statements registering a number of shares of RMT Parent Common Stock necessary to fulfill RMT Parent's obligations under this Section 3.04.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF LMC AND SPINCO

Except as otherwise disclosed or identified in (i) the LMC SEC Documents filed with or furnished to the SEC prior to the date of this Agreement, but excluding any risk factor disclosure and disclosure of risks included in any "forward looking statements" disclaimer or other statement included in such LMC SEC Documents to the extent they are predictive or forward looking in nature or (ii) the LMC Disclosure Letter, LMC and Spinco, jointly and severally, hereby represent and warrant to RMT Parent and Merger Sub as follows:

Section 4.01 Corporate Existence and Power.

Each of LMC and Spinco is a corporation duly incorporated, validly existing and in good standing under the corporation laws of its respective jurisdiction of incorporation and has all corporate power and authority to own its properties and carry on its business as conducted. As of the Closing Date, each Transferred Subsidiary (other than Spinco) will be duly incorporated or formed, validly existing and in good standing (to the extent such concept is recognized in the relevant jurisdiction of organization) under the Applicable Laws of its respective jurisdiction of organization and will have all corporate power and authority to own its properties and carry on its business as conducted.

Section 4.02 Corporate Authorization.

(a) Each of LMC and Spinco has the necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the Contemplated Transactions. Each LMC Entity and each Transferred Subsidiary has the necessary corporate power and authority to enter into each Transaction Document to which it is or will be a party, to carry out its obligations thereunder and to consummate the Contemplated Transactions. The execution and delivery by LMC and Spinco of this Agreement, the performance by LMC and Spinco of their respective obligations hereunder and the consummation by LMC and Spinco of the Contemplated Transactions have been duly authorized by all requisite corporate action on the part of LMC and Spinco, except for (x) such further action of the LMC Board required, if applicable, to determine the nature of the Distribution, to establish the Record Date and the Distribution Date, (y) the effectiveness of the declaration of the Distribution by the LMC Board (which is subject to the satisfaction or, to the extent permitted by Applicable Law, waiver of the conditions set forth in the Separation Agreement), and (z) the Spinco Stockholder Consent.

(b) The execution and delivery by each Retained LMC Entity and each Transferred Subsidiary of each Transaction Document to which it is or will be a party, the performance by each Retained LMC Entity and each Transferred Subsidiary of their respective obligations thereunder and the consummation by each Retained LMC Entity and each Transferred Subsidiary of the Contemplated Transactions either have been or will be duly authorized by all requisite corporate or similar action on the part of each Retained LMC Entity and each Transferred Subsidiary.

(c) This Agreement has been duly executed and delivered by LMC and Spinco, and (assuming due authorization, execution and delivery by the other Parties) this Agreement constitutes a legal, valid and binding obligation of LMC and Spinco, enforceable against LMC and Spinco in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Applicable Laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity). Each Transaction Document will be duly executed and delivered by each Retained LMC Entity and each Transferred Subsidiary party thereto, and (assuming due authorization, execution and delivery by the other parties thereto) each Transaction Document will constitute, a legal, valid and binding obligation of each Retained LMC Entity and each Transferred Subsidiary party thereto or contemplated to be party thereto, enforceable against each such Retained LMC Entity or Transferred Subsidiary in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Applicable Laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

Section 4.03 Capital Structure of Spinco.

(a) As of the date hereof, the authorized capital stock of Spinco consists of 1,000 Spinco Shares and 100 Spinco Shares are issued and outstanding. Immediately following the Distribution, the number of Spinco Shares shall equal the number of shares contemplated by Section 2.04(d) of this Agreement and Section 3.03 of the Separation Agreement, and the number of authorized Spinco Shares shall exceed that number.

(b) Except in connection with the Merger and as provided for in the Separation Agreement, (i) there are no options, warrants, convertible debt, other convertible instruments or other rights, agreements, arrangements or commitments of any character (A) relating to the issued or unissued capital stock of Spinco or (B) obligating Spinco to issue, grant, extend or enter into any such option, warrant, convertible debt, other convertible instrument or other right, agreement, arrangement or commitment, and (ii) there are no outstanding contractual obligations of Spinco to repurchase, redeem or otherwise acquire any shares of capital stock of, or other equity interests in, Spinco or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in any other Person. All outstanding shares of Spinco Common Stock are, and all such shares of Spinco Common Stock which may be issued prior to the Merger Effective Time in accordance with the terms of this Agreement and the Separation Agreement will be when issued, duly authorized, validly issued, fully paid and non-assessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any Contracts or any provision of the charter or bylaws of Spinco.

(c) There are no outstanding bonds, debentures, notes or other indebtedness of Spinco having the right to vote (or convertible into or exercisable for securities having the right to vote) on any matters on which stockholders of Spinco may vote.

(d) Spinco is a direct, wholly owned Subsidiary of LMC. The copies of the charter and bylaws of Spinco that previously were furnished or made available to RMT Parent are true, complete and correct copies of such documents as in effect on the date of this Agreement.

Section 4.04 Transferred Subsidiaries and LMC JV Interests.

(a) As of the Merger Effective Time, (i) Spinco or another Transferred Subsidiary will own, directly or indirectly, equity interests in the Transferred Subsidiaries (other than Spinco), in substantially the manner set forth in Section 4.04 of the LMC Disclosure Letter, in each case, free and clear of all Liens other than restrictions imposed by applicable securities laws and regulations, (ii) all equity interests in the Transferred Subsidiaries will have been duly authorized, validly issued, fully paid and non-assessable, and (iii) there will be no outstanding options, warrants, convertible debt, other convertible instruments or other rights, agreements, arrangements or commitments of any character (A) relating to the equity interests in the Transferred Subsidiaries or (B) obligating any Transferred Subsidiary to issue, grant, extend or enter into any such option, warrant, convertible debt, other convertible instrument or other right, agreement, arrangement or commitment.

(b) At the Merger Effective Time, to the knowledge of LMC and the Spinco Business, subject to the terms and conditions of such respective limited liability company

agreements made available to RMT Parent prior to the date of this Agreement, (i) the LMC JV Interests will have been duly authorized, validly issued, fully paid and non-assessable, and (ii) there will be no outstanding options, warrants, convertible debt, other convertible instruments or other rights, agreements, arrangements or commitments relating to the LMC JV Interests. As of the date of this Agreement, to the knowledge of LMC, subject to the terms and conditions of such respective limited liability company agreements made available to RMT Parent prior to the date of this Agreement, there are no outstanding options, warrants, convertible debt, other convertible instruments or other rights, agreements, arrangements or commitments obligating any JV Entity to issue, grant, extend or enter into any such option, warrant, convertible debt, other convertible instrument or other right, agreement, arrangement or commitment.

(c) Except for its interests in the Transferred Subsidiaries (other than Spinco) and the JV Entities, as of the Merger Effective Time, Spinco will not own, directly or indirectly, any capital stock of, or other equity or voting interest in, any Person.

(d) Prior to the Merger Effective Time, true, complete and correct copies of the articles or certificate of incorporation and bylaws (or similar organizational documents) of the Transferred Subsidiaries (other than Spinco) and the JV Entities will be furnished or made available to RMT Parent.

Section 4.05 No Conflict; Board and Stockholder Approval.

(a) Assuming that all consents, approvals, authorizations and other actions described herein or set forth in Section 4.05 of the LMC Disclosure Letter have been obtained, all filings and notifications listed in Section 4.06 or in Section 4.06 of the LMC Disclosure Letter have been made, any applicable waiting period has expired or been terminated and any applicable approval or authorization has been obtained under the Antitrust Laws, and except as may result from any facts or circumstances relating solely to RMT Parent or its Affiliates, the execution, delivery and performance by LMC and Spinco of this Agreement does not, and the execution, delivery and performance by each Retained LMC Entity and each Transferred Subsidiary of the Transaction Documents to which it is contemplated to be a party will not, (i) contravene or conflict with the articles or certificate of incorporation or bylaws (or similar organizational documents) of LMC, any Retained LMC Entity or any Transferred Subsidiary, (ii) (A) contravene, conflict with or violate any Applicable Law or Governmental Order applicable to LMC, any Retained LMC Entity or any Transferred Subsidiary, (B) contravene, conflict with, result in any breach of, constitute a default (or an event which, with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, acceleration or cancellation of, any Spinco Material Contract or any other contract to which LMC, any Retained LMC Entity or any Transferred Subsidiary is a party or by which any of their respective properties or assets is bound or (C) (1) result in the creation or the imposition of (y) any Lien upon any of the Transferred Assets (other than a Permitted Lien) or (z) any Lien upon any of the capital stock of the Transferred Subsidiaries or (2) result in the cancellation, modification, revocation or suspension of any material license or permit, authorization or approval issued or granted by any Governmental Authority in respect of the Transferred Assets or the Transferred Subsidiaries, except in any such case as would not reasonably be expected to (I) materially and adversely affect the ability of LMC or Spinco to carry out its obligations under, and to consummate the Contemplated Transactions or (II) otherwise have a Spinco Material Adverse Effect.

(b) The LMC Board, by resolutions adopted at a meeting duly called and held and not subsequently rescinded or modified in any way, has approved this Agreement and the Separation Agreement and the transactions contemplated hereby and thereby, and has recommended the approval by the sole stockholder of Spinco of the Merger. The Spinco Board, by resolutions adopted at a meeting duly called and held and not subsequently rescinded or modified in any way, has determined that the Merger and this Agreement are advisable and has approved this Agreement and the Separation Agreement and the transactions contemplated hereby and thereby, and has recommended the approval by LMC, as the sole stockholder of Spinco, of the Merger. No “fair price,” “moratorium,” “control share acquisition,” “business combination,” “interested stockholder,” “stockholder protection” or similar anti-takeover law applicable to LMC or Spinco under Applicable Law applies to the Agreement, the Merger or any other Contemplated Transactions.

(c) The affirmative vote of the holders of a majority of the voting power of the shares of common stock of Spinco is the only vote of the holders of any class or series of Spinco’s capital stock necessary to adopt this Agreement or consummate the Contemplated Transactions. LMC is the sole stockholder of record of Spinco. LMC shall, in its capacity as sole stockholder of Spinco, adopt this Agreement and approve the Merger by written consent as soon as practicable following execution and delivery of this Agreement (the “Spinco Stockholder Consent”).

Section 4.06 Governmental Consents and Approvals.

Except as set forth in Section 4.06 of the LMC Disclosure Letter, the execution, delivery and performance by LMC and Spinco of this Agreement and the execution, delivery and performance by each LMC Entity and each Transferred Subsidiary of each Transaction Document to which it is contemplated to be a party do not require any consent, approval, authorization or other order or declaration of, action by, filing with or notification to, any Governmental Authority, other than (a) compliance with, and filings under, the HSR Act or any other applicable Antitrust Laws, (b) the filing and recordation of the Certificate of Merger with the Secretary of State of the State of Delaware in accordance with Section 2.02, (c) the filing with the SEC of the Registration Statements and, if applicable, Schedule TO, and such other compliance with the Exchange Act and the Securities Act as may be required in connection with the Contemplated Transactions, (d) compliance with any applicable requirements and filings with DSS under the NISPOM, (e) where the failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not reasonably be expected to prevent or materially delay the consummation by LMC or Spinco of the Contemplated Transactions or would not reasonably be expected to have a Spinco Material Adverse Effect, (f) consents, approvals, authorizations or other similar orders or declarations of, actions by, filings with, or notifications to, any Governmental Authority relating to the Internal Reorganization, including those that have been identified on Section 4.06 of the LMC Disclosure Letter, (g) filings with the United States Department of State’s Directorate of Defense Trade Controls in accordance with Section 122.4 of the ITAR, including a filing pursuant to ITAR Section 122.4(a) to be submitted five days after Closing, or (h) as a result of any facts or circumstances relating to RMT Parent or any of its Affiliates.

Section 4.07 Financial Information; Financings.

(a) Section 4.07(a)(1) of the LMC Disclosure Letter sets forth the unaudited combined statements of operations for the years ended December 31, 2014 and 2015 and unaudited combined balance sheets as of December 31, 2014 and 2015 of the Spinco Business (collectively, the “Spinco Financial Statements”). The Spinco Financial Statements have been prepared in accordance with GAAP, except as described on Section 4.07(a)(2) of the LMC Disclosure Letter, applied on a consistent basis, for segment reporting information in the consolidated financial statements of LMC and do not include all statements, information (including allocations of overhead expenses pushdown of certain corporate assets and liabilities such as Taxes) and notes required by GAAP for complete financial statements. The Spinco Financial Statements have been prepared using the accounting policies and practices, applied on a consistent basis, disclosed in the audited annual consolidated financial statements included in the Annual Report on Form 10-K of LMC for the year ended December 31, 2014. The Spinco Financial Statements present fairly, in all material respects, the combined financial position and the combined results of operations of the Spinco Business as a segment of LMC, as of the respective dates thereof or the periods then ended, in each case except as may be noted therein.

(b) When delivered pursuant to Section 7.16, the Spinco Audited Financial Statements shall present fairly, in all material respects, the combined financial position and the combined results of operations of the Spinco Business as of the dates thereof or for the periods covered thereby, and will have been prepared in accordance with GAAP consistently applied based on the historic practices and accounting policies of LMC to the extent compliant with GAAP (it being understood, however, that the Spinco Business has not been operating historically as a separate “standalone” entity or reporting segment and, therefore, the Spinco Audited Financial Statements will reflect certain adjustments necessary to be presented on a stand-alone basis in accordance with GAAP and SEC requirements). The Spinco Audited Financial Statements shall conform in all material respects to the published rules and regulations of the SEC applicable to financial statements for each of the periods that will be required to be included in the Registration Statement, the Proxy Statement or, if applicable, the Schedule TO.

(c) Except (i) as set forth in the Spinco Financial Statements or the notes thereto, (ii) as specifically contemplated by this Agreement or the other Transaction Documents, or (iii) as set forth in Section 4.07(c) of LMC Disclosure Letter, since December 31, 2015, the LMC Entities and the Transferred Subsidiaries have not incurred any Liabilities that will be liabilities of Spinco or the Transferred Subsidiaries as an Assumed Liability pursuant to the Separation Agreement and that are of a nature that would be required to be disclosed on a combined balance sheet of the Spinco Business or in the notes thereto prepared in conformity with GAAP, other than Liabilities incurred in the ordinary course of business or Liabilities that would not reasonably be expected to have a Spinco Material Adverse Effect.

(d) LMC maintains, and has maintained, a standard system of accounting established and administered in accordance with GAAP applied on a consistent basis. LMC and its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable

assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements of LMC in conformity with GAAP applied on a consistent basis and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorizations and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. To the knowledge of LMC, since December 31, 2015, neither LMC nor any of its Subsidiaries nor the JV Entities has identified or been made aware of any material illegal act or fraud related to the business of the Spinco Business.

(e) LMC has timely filed all certifications and statements required by (i) Rule 13a-14 or Rule 15d-14 under the Exchange Act or (ii) 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002) with respect to all applicable LMC SEC Documents. LMC maintains disclosure controls and procedures required by Rule 13a-15 or Rule 15d-15 under the Exchange Act, and such controls and procedures are effective to ensure that all material information concerning LMC and its Subsidiaries is made known on a timely basis to the individuals responsible for the preparation of LMC's SEC filings and other public disclosure documents. As used in this Section 4.07, the term "filed" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(f) LMC has delivered to RMT Parent a true, complete and fully executed copy of a commitment letter, including (i) all exhibits, schedules, attachments and amendments to such commitment letter in effect as of the date of this Agreement and (ii) any associated fee letters (together, the "Spinco Commitment Letter") from Citigroup Global Markets Inc. ("CGMI"), The Bank of Tokyo-Mitsubishi UFJ, Ltd. ("BTMU"), Bank of America, N.A. ("BoA"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPFS"), JPMorgan Chase Bank, N.A. ("JPMCB"), J.P. Morgan Securities, LLC ("JPMS") and Goldman Sachs Bank USA ("GS") (CGMI, BTMU, BoA, MLPFS, JPMCB, JPMS and GS, together with all additional lenders and financing sources added to the Spinco Commitment Letter or any Alternative Spinco Commitment Letter, the "Spinco Lenders"), pursuant to which, among other things, the Spinco Lenders have committed to Spinco to provide, or cause to be provided, to Spinco debt financing in the aggregate amount set forth therein (the bank and/or bond financings, in each case contemplated by the Spinco Commitment Letter, being referred to as the "Spinco Financing"). As of the date of this Agreement, (x) the Spinco Commitment Letter has not been amended, waived or modified and (y) the respective commitments contained in the Spinco Commitment Letter have not been withdrawn, modified or rescinded in any respect. Except for the Spinco Commitment Letter (together with all ancillary documents referenced therein), there are no side letters or other contracts, instruments or other commitments, obligations or arrangements (whether written or oral) related to the funding of the full amount of the Spinco Financing.

(g) The Spinco Commitment Letter, in the form so delivered, is in full force and effect and is a legal, valid and binding obligation of Spinco and, to the knowledge of LMC and Spinco, the other parties thereto (in each case, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity). As of the date of this Agreement (assuming the accuracy of the representations and warranties and undertakings of RMT Parent and Merger Sub under this

Agreement for such purpose), no event has occurred that, with or without notice, lapse of time or both, would reasonably be expected to constitute a default or breach on the part of Spinco under any term or condition of the Spinco Commitment Letter. Other than as set forth in the Spinco Commitment Letter, there are no conditions precedent to the funding of the full amount of the Spinco Financing. As of the date of this Agreement, and subject to the satisfaction of all the conditions set forth in Section 8.01 and Section 8.02, Spinco has no reason to believe that any of the conditions to the Spinco Financing that are required to be satisfied by it or any other party to the Spinco Commitment Letter as a condition to the obligations under the Spinco Commitment Letter will not be satisfied on a timely basis or that the Spinco Financing contemplated by the Spinco Commitment Letter will not be available to Spinco immediately prior to, or on, the Distribution Date.

Section 4.08 Absence of Certain Changes.

Since December 31, 2015, there has not occurred any Spinco Material Adverse Effect.

Section 4.09 Litigation.

Except as set forth in Section 4.09 of the LMC Disclosure Letter, there is no Proceeding by or against LMC or its Subsidiaries or any JV Entity and specifically relating to the Spinco Business pending or, to the knowledge of LMC, threatened in writing that would reasonably be expected to have a Spinco Material Adverse Effect or would reasonably be expected to prevent or materially delay the consummation by LMC or Spinco of the Contemplated Transactions.

Section 4.10 Registration Statements; Proxy Statement; Schedule TO.

The information supplied by LMC specifically for inclusion or incorporation by reference in the Registration Statements and the Proxy Statement and, if applicable, the Schedule TO and any other filing contemplated by Section 7.01, shall not, at (a) the time each Registration Statement is declared effective, (b) the time the Proxy Statement (or any amendment thereof or supplement thereto) is first mailed to the stockholders of RMT Parent, (c) the time of the RMT Parent Stockholders' Meeting, (d) the time the Schedule TO is filed with the SEC or (e) the Merger Effective Time, contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. All documents that LMC and Spinco are responsible for filing with the SEC in connection with the Contemplated Transactions will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the rules and regulations thereunder and the Exchange Act and the rules and regulations thereunder. Notwithstanding the foregoing, no representation is made by LMC in respect of any information provided by RMT Parent or Merger Sub specifically for inclusion or incorporation by reference into the Registration Statements, the Proxy Statement or, if applicable, the Schedule TO.

Section 4.11 Compliance with Laws.

Since January 1, 2013, LMC and its Subsidiaries have conducted the Spinco Business in all material respects in compliance with all Applicable Laws and Governmental Orders applicable to the Spinco Business, and the Spinco Business is not in material violation of any

such Applicable Law or Governmental Order. In connection with the Spinco Business, LMC and the Transferred Subsidiaries have obtained and are, in all material respects, in compliance with all material Permits that are necessary to conduct the Spinco Business or to own, lease or operate the Transferred Assets. This Section 4.11 does not apply with respect to the matters that are the subject of the representations and warranties set forth in Section 4.14, Section 4.15, Section 4.16, Section 4.18, Section 4.21 or Section 4.22.

Section 4.12 Intellectual Property.

(a) Except as set forth in Section 4.12 of the LMC Disclosure Letter:

(i) With respect to all material patents and patent applications and registrations and applications for trademarks and copyrights included in the Transferred Intellectual Property, the LMC Entities are the owners of each such item of Intellectual Property, and all such Intellectual Property is subsisting, and to the knowledge of LMC, except with respect to applications, is valid and enforceable;

(ii) To the knowledge of LMC, the conduct of, and the use of the Transferred Intellectual Property and the Licensed Intellectual Property in connection with, the Spinco Business as heretofore conducted does not conflict with, infringe upon, misappropriate or otherwise violate the Intellectual Property rights of any other Persons, except to the extent that such conflict, infringement, misappropriation or violation has not had, and would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect; provided that LMC makes no representation or warranty hereunder with respect to any Intellectual Property owned and provided by a third party (other than LMC or any of its Affiliates) that is embedded or included in any such Transferred Intellectual Property or Licensed Intellectual Property;

(iii) To the knowledge of LMC, LMC and the other LMC Entities have taken reasonable measures to protect the confidentiality of all Transferred Intellectual Property and Licensed Intellectual Property that is considered confidential or proprietary as of the date of this Agreement (except for such Transferred Intellectual Property or Licensed Intellectual Property whose value would not reasonably be expected to be impaired in any material respect by disclosure), including entering into appropriate confidentiality agreements with Persons with access to such Transferred Intellectual Property or Licensed Intellectual Property;

(iv) There is no (A) Proceeding initiated by any other Person pending or, to the knowledge of LMC, threatened in writing against LMC or any other LMC Entity (1) concerning the matters described in Section 4.12(a)(ii) or (2) challenging the validity, enforceability or ownership of any material Transferred Intellectual Property or material Licensed Intellectual Property; provided, in each case, that any Proceeding that has been initiated but with respect to which process or other comparable notice has not been served on or delivered to LMC or any LMC Entity shall be deemed to be "threatened" rather than "pending" or (B) Governmental Order against LMC or any LMC Entity or settlement agreement that an LMC Entity is a party to or, to the knowledge of LMC, any other Governmental Order or settlement agreement restricting in any material respect the use or exploitation of any material Transferred Intellectual Property or material Licensed Intellectual Property; and

(v) As of the date of this Agreement, and subject to the rights of third parties in Intellectual Property embedded or included in any Transferred Intellectual Property and third parties having license rights in Transferred Intellectual Property, one of the LMC Entities is the sole and exclusive owner of all right, title and interest in and to all of the Transferred Intellectual Property, and no current or former Affiliate (other than the Spinco Companies), partner, director, stockholder, officer, or employee of LMC or any of its Affiliates (other than the Spinco Companies) will, after giving effect to the Contemplated Transactions, own or retain any proprietary rights in any of the material Transferred Intellectual Property.

(b) Since January 1, 2013, to the knowledge of LMC, (i) there have been no security breaches in the information technology systems of, used by or affecting the Spinco Business, and (ii) there have been no disruptions in any information technology systems that adversely affected the Spinco Business, except in each case, as has not had, or would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

(c) The LMC Entities, in connection with the conduct of the Spinco Business, have, at all times since January 1, 2013, complied, in all material respects, with its own posted or otherwise binding privacy policies, relating to privacy, data protection, or the collection, retention, protection and use of personal information (“PII”) collected, used, or held for use by or on behalf of the Spinco Business. No Proceedings have been asserted or, to the knowledge of LMC, threatened in writing against any LMC Entity, alleging a material violation of any Person’s privacy, personal information or data rights in relation to the conduct of the Spinco Business that would reasonably be expected to have a Spinco Material Adverse Effect. In connection with the operation of the Spinco Business, the LMC Entities take commercially reasonable measures to protect PII against unauthorized access, use, modification, disclosure or other misuse.

(d) There is no IP License for which the termination thereof or the restriction or loss of rights thereunder would reasonably be expected to have a Spinco Material Adverse Effect. Each IP License is valid and binding on the applicable LMC Entity and, to the knowledge of LMC, the counterparty thereto, and is in full force and effect, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Applicable Laws relating to or affecting creditors’ rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity). No LMC Entity is in material breach of, or material default under, any IP License to which it is a party.

(e) Notwithstanding anything in this Agreement to the contrary, the representations and warranties contained in Section 4.05, Section 4.08, Section 4.09, Section 4.19(a) and this Section 4.12 are the only representations and warranties being made by LMC in this Agreement with respect to the validity of, the right to register, or any activity that constitutes infringement, misappropriation or other violation of, a third party’s Intellectual Property rights.

Section 4.13 Real Property.

(a) Section 4.13(a) of the LMC Disclosure Letter sets forth, with respect to each parcel of material Spinco Leased Real Property as of the date of this Agreement, the Contracts that provide an LMC Entity with such rights in or to Spinco Leased Real Property as of the date of this Agreement (collectively with the Contracts that provide each LMC Entity with such rights in or to such Spinco Leased Real Property as of the Closing Date, the “Spinco Leases”), the address (or other identifying description) of such parcel and the identity of the lessor, lessee and current occupant (if different from lessee) of each such parcel. Except to the extent disclosure is limited by the terms of any Spinco Lease, true, correct and complete copies of all material Spinco Leases existing as of the date of this Agreement have been provided to RMT Parent. The applicable LMC Entity (i) has a valid and binding leasehold interest in each parcel of Spinco Leased Real Property existing as of the date of this Agreement and (ii) will have a valid and binding leasehold interest in each parcel of Spinco Leased Real Property that will exist as of the Closing Date, in each case, free and clear of all Liens other than Permitted Liens.

(b) No LMC Entity, nor to the knowledge of LMC, any counterparty to any Spinco Lease is in default in any material respects with respect to any obligation under the Spinco Leased Real Property. Except as otherwise indicated on Schedule 4.13(a) of the LMC Disclosure Letter, no LMC Entity has subleased or granted to a third party any right to use or occupy all or any portion of the Spinco Leased Real Property.

(c) Section 4.13(c) of the LMC Disclosure Letter sets forth the address and parcel number of each parcel of Spinco Owned Real Property. An LMC Entity has good and marketable fee simple title in and to each parcel of Spinco Owned Real Property, including all of the buildings and improvements thereon, free and clear of all Liens, other than Permitted Liens. There are no outstanding options, rights of first offer or rights of first refusal to purchase any Spinco Owned Real Property or any portion thereof or interest therein. Other than pursuant to easements of record, no LMC Entity has leased or granted any right to use or occupy all or any portion of a Spinco Owned Real Property to a third party. There is no condemnation or other proceeding in eminent domain pending or, to the knowledge of LMC, threatened, affecting the Spinco Owned Real Property or any portion thereof or interest therein.

Section 4.14 Employee Benefit Matters.

(a) U.S. LMC Plans and Material Documents. Section 4.14(a) of the LMC Disclosure Letter lists, as of the date of this Agreement, all material U.S. LMC Plans. U.S. LMC Plans shall mean: “employee benefit plans” (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), whether or not subject to ERISA), all bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other compensation or benefit plans, programs or arrangements, and all employment, termination, severance, retention or other contracts or agreements, (i) to which an LMC Entity is a party, with respect to which an LMC Entity has any obligation or which are maintained, contributed to or sponsored by an LMC Entity, in each case, for the benefit of any U.S. Spinco Business Employee or to which any U.S. Spinco Business Employee is a party or (ii) to which a Spinco Company is a party, with respect to which a Spinco Company has any obligation or which are

maintained, contributed to or sponsored by a Spinco Company, in each case, for the benefit of any U.S. Spinco Business Employee or to which any U.S. Spinco Business Employee is a party. Section 4.14(a) of the LMC Disclosure Letter indicates by an asterisk those U.S. LMC Plans that are maintained, contributed to or sponsored solely by a Spinco Company (each, a “U.S. Spinco Plan”). With respect to each U.S. LMC Plan, LMC has made available to RMT Parent (to the extent applicable) (i) a true and complete copy of the current plan document and any material amendments thereto, (ii) copies of (1) the most recent summary plan description and any summaries of material modifications thereto and (2) the most recent annual report on Form 5500 (including any applicable schedules and attachments thereto) filed with the Department of Labor, and (iii) the most recent determination or opinion letter received from the IRS (if any).

(b) Non-U.S. LMC Plans and Material Documents. Section 4.14(b) of the LMC Disclosure Letter lists, as of the date of this Agreement, all material Non-U.S. LMC Plans. Non-U.S. Spinco Plans shall mean employee benefit plans, bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other compensation or benefit plans, programs or arrangements, and all employment, termination, severance or other contracts or agreements, (i) to which an LMC Entity is a party, with respect to which an LMC Entity has any obligation or which are maintained, contributed to or sponsored by an LMC Entity, in each case, for the benefit of any Non-U.S. Spinco Business Employee or to which any Non-U.S. Spinco Business Employee is a party (other than statutory plans) or (ii) to which a Spinco Company is a party, with respect to which a Spinco Company has any obligation or which are maintained, contributed to or sponsored by a Spinco Company, in each case, for the benefit of any Non-U.S. Spinco Business Employee or to which any Non-U.S. Spinco Business Employee is a party (other than statutory plans) (“LMC Plans shall mean U.S. LMC Plans and Non-U.S. LMC Plans”). Section 4.14(b) of the LMC Disclosure Letter indicates by an asterisk those Non-U.S. LMC Plans that are maintained, contributed to or sponsored solely by a Spinco Company (each, a “Non-U.S. Spinco Plan”). With respect to each Non-U.S. LMC Plan, LMC has made available to RMT Parent (to the extent applicable) (i) a true and complete copy of the current plan document and any material amendments thereto and (ii) copies of the most recent summary plan description and any summaries of material modifications thereto.

(c) Except as set forth in Section 4.14(c) of the LMC Disclosure Letter, each LMC Plan (and any related trust or other funding vehicle) has been administered in all material respects in accordance with its terms and as applicable is in compliance in all material respects with ERISA, the Code and all other material Applicable Laws. Each of LMC and its Subsidiaries is in compliance in all material respects with ERISA, the Code and all other material Applicable Laws. All employer and employee contributions required to have been made by LMC to each U.S. LMC Plan have, in all material respects, been timely made. There is no material Proceeding pending, or to the knowledge of LMC threatened, with respect to any U.S. Spinco Plan, other than ordinary course claims for benefits. Each U.S. Spinco Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS, or an application for a favorable determination by the IRS has been timely filed and is currently pending, and, to the knowledge of LMC, nothing has occurred that would reasonably be expected to result in a loss of the Tax-qualified status of such U.S. Spinco Plan under Section 401(a) of the Code. To the knowledge of LMC, no UK Spinco Business Employee has any claim or right in respect of any benefits payable on early retirement or redundancy under any occupational pension scheme which claim or right has transferred to LMC or will transfer to Spinco on or after the Distribution Date pursuant to the Transfer Regulations.

(d) No Liability under Title IV or Section 302 of ERISA has been incurred by LMC or any Person that is a member of a “controlled group of corporations” with, or is under “common control” with, or is a member of the same “affiliated service group” with LMC, in each case, as defined in Sections 414(b), (c), (m) or (o) of the Code (each, an “ERISA Affiliate”) that has not been satisfied in full, and, to the knowledge of LMC, no condition exists that presents a material risk to LMC or any ERISA Affiliate of incurring any such liability, other than liability for premiums due the Pension Benefit Guaranty Corporation (which premiums have been paid when due). No U.S. LMC Plan that is subject to Section 302 or Title IV of ERISA or Section 412 of the Code (a “Title IV Plan”) or any trust established thereunder has incurred any “accumulated funding deficiency” (as defined in Section 302 of ERISA and Section 412 of the Code), whether or not waived, as of the last day of the most recent fiscal year of each Title IV Plan ended prior to the Closing. Neither LMC nor any of its ERISA Affiliates has, within the preceding six years, withdrawn in a complete or partial withdrawal from any “multiemployer plan” (as defined in Section 3(37) of ERISA) or incurred any liability under Section 4204 of ERISA that has not been satisfied in full.

(e) Each Non-U.S. LMC Plan has been administered in compliance in all material respects with its terms and operated in compliance in all material respects with Applicable Laws. Each Non-U.S. LMC Plan required to be registered or approved by a non-U.S. governmental entity has been so registered or approved and has been maintained in good standing with applicable regulatory authorities, and, to the knowledge of LMC, no event has occurred since the date of the most recent approval or application therefor relating to any such Non-U.S. LMC Plan that could reasonably be expected to materially affect any such approval relating thereto or increase the costs relating thereto in a manner material to LMC. Each Non-U.S. LMC Plan is funded or insured in material compliance with Applicable Law. LMC’s Israeli Affiliated Transferor’s Liability towards the Israeli Employees regarding severance pay, accrued vacation and contributions to all Funds are fully funded or, if not required by any source to be fully funded, are accrued on LMC’s Israeli Affiliated Transferor’s financial statements as of the date of such financial statements. LMC’s Israeli Affiliated Transferor specifically declares that the employment agreements of all Israeli Employees duly adopted the terms and conditions detailed in the general approval of the Minister of Labor regarding payments by employers to a pension fund and insurance fund in lieu of severance pay in accordance with Section 14 of the Severance Pay Law, 1963 as of their start date of employment and based on their full determining salary for purposes of severance pay, and accordingly the LMC Israeli Affiliated Transferor’s contributions to the severance component within the Funds of the Israeli Employees fully satisfy its severance pay liability towards the Israeli Employees for the period of their employment up to the Distribution Date.

(f) Except as set forth in Section 4.14(f)(1) of the LMC Disclosure Letter, none of the execution and delivery of the Transaction Documents, the Internal Reorganization, the Distribution or the consummation of the Merger or any other Contemplated Transaction (alone or in conjunction with any other event, including any termination of employment) will (i) entitle any Spinco Business Employee to any material compensation or benefit, (ii) accelerate the

time of payment or vesting, or trigger any payment or funding, of any material compensation or benefit or trigger any other material obligation under any LMC Plan, or (iii) result in any breach or violation of or default under, or limit LMC's right to amend, modify or terminate, any LMC Plan, in each case except as provided in this Agreement or the Employee Matters Agreement or pursuant to Applicable Law. Except as disclosed in Section 4.14(f)(2) of the LMC Disclosure Letter, no amounts payable under the LMC Plans will fail to be deductible for federal income Tax purposes by virtue of Section 280G of the Code as a result of the occurrence of the transactions contemplated by this Agreement, either alone or in combination with another event.

Section 4.15 Labor Matters.

Section 4.15 of the LMC Disclosure Letter lists, as of the date of this Agreement, each collective bargaining agreement or similar labor agreement that is applicable to any Spinco Business Employee as of the date of this Agreement, including Union Employees, to which an LMC Entity (excluding, for the avoidance of doubt, the JV Entities) is a party, including arrangements with works councils and other similar employee representative bodies representing any Spinco Business Employee (together with such collective bargaining agreements, the "LMC Union Contracts"). LMC complies in all material respects with all such LMC Union Contracts. LMC has made available to RMT Parent each LMC Union Contract and, if not covered by such LMC Union Contracts, a list of all unions, works councils and similar employee representative bodies representing any Spinco Business Employee. As of the date hereof, (a) there are no material strikes or lockouts with respect to any Union Employees pending, or to the knowledge of LMC, threatened in writing, (b) there is no material union organizing effort pending or, to the knowledge of LMC, threatened in writing against the Spinco Business, (c) there is no material unfair labor practice, labor dispute (other than routine individual grievances) or labor arbitration proceeding pending or, to the knowledge of LMC, threatened in writing affecting the Spinco Business and (d) there is no material slowdown, or work stoppage in effect or, to the knowledge of LMC, threatened in writing with respect to the Spinco Business Employees, including Union Employees. Each of LMC and its Subsidiaries conduct, and since January 1, 2013 have conducted, the Spinco Business, in all material respects, in compliance with all material Applicable Laws with respect to labor relations, employment and employment practices, including occupational safety and health standards. To the knowledge of LMC, as of the date of this Agreement, no Spinco Business Employee at a Level 8 or above is in material violation of any term of any employment or nondisclosure agreement, fiduciary duty or restrictive covenant for the benefit of LMC or a former employer of any such employee.

Section 4.16 Taxes. Except as set forth in Section 4.16 of the LMC Disclosure Letter,

- (a) all material Tax Returns required to have been filed by, or with respect to, the Transferred Subsidiaries have been timely filed (taking into account any valid extension of time to file granted or obtained) and all such Tax Returns are true, correct and complete in all material respects;
- (b) all material Taxes required to be paid on such Tax Returns have been paid in full or will be timely paid in full;

(c) no deficiency or other claim for any material amount of Tax has been asserted or assessed by a Governmental Authority in writing against any of the Transferred Subsidiaries that has not been satisfied by payment, settled or withdrawn;

(d) there are no material Tax liens on any Transferred Subsidiary (other than Permitted Liens);

(e) no Transferred Subsidiary has distributed stock of another Person or had its stock distributed by another Person in a transaction (other than the Distribution or a transaction effected in connection therewith, including the Internal Reorganization) that was intended to be governed in whole or in part by Section 355 of the Code in the two years prior to the date of this Agreement;

(f) none of LMC, its Subsidiaries or the Transferred Subsidiaries has taken or agreed to take any action that would (and none of them is aware of any fact, event, agreement, plan or other circumstance that would) prevent either (i) the Merger or (ii) the Spinco Transfer and Distribution from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code or otherwise prevent the Tax-Free Status of the External Transactions;

(g) none of LMC, its Subsidiaries or the Transferred Subsidiaries has participated in a "listed transaction" within the meaning of Treasury regulations section 1.6011-4; and

(h) none of the Transferred Subsidiaries is bound by any material agreement or arrangement the primary purpose of which relates to Taxes (other than (i) such an agreement or arrangement exclusively between or among LMC and its Subsidiaries and (ii) the Tax Matters Agreement).

Section 4.17 Spinco Material Contracts.

(a) Except as set forth in Section 4.17 of the LMC Disclosure Letter and except for (x) Contracts that do not constitute Transferred Assets or Assumed Liabilities, and (y) Government Contracts, which are covered in Section 4.21, as of the date of this Agreement, the LMC Entities, with respect to the Spinco Business, are not parties to or otherwise bound by or subject to (Contracts of the following types, the "Spinco Material Contracts"):

(i) Contracts for the purchase of products or for the receipt of services, the performance of which will extend over a period of one year or more and which involved payments by an LMC Entity in respect of the Spinco Business in excess of \$10,000,000 in the aggregate during the calendar year ended December 31, 2015;

(ii) Contracts for the furnishing of products or services by an LMC Entity, the performance of which will extend over a period of one year or more and which involved payments to an LMC Entity in respect of the Spinco Business in excess of \$10,000,000 in the aggregate during the calendar year ended December 31, 2015;

(iii) Contracts concerning the establishment or operation of a partnership, joint venture or limited liability company;

(iv) each material Spinco Lease existing at the date of this Agreement;

(v) Spinco Subsidiary Acquisition Agreements;

(vi) Contracts containing (A) a covenant materially restricting the ability of any LMC Entity to engage in any line of business in any geographic area or to compete with any Person, to market any product or to solicit customers, (B) a provision granting the other party “most favored nation” status or equivalent preferential pricing terms or (C) a provision granting the other party exclusivity or similar rights, other than teaming or similar agreements entered into in the ordinary course of business where the restrictions apply solely to the Contract or pursuit that is the subject matter of the teaming or similar agreement (and any extensions or recompetes in respect thereof) and other than as a result of an OCI clause; or

(vii) indentures, credit agreements, loan agreements and similar instruments pursuant to which a Transferred Subsidiary has or will incur or assume any indebtedness for borrowed money or has or will guarantee or otherwise become liable for any indebtedness of any other Person for borrowed money in excess of \$5,000,000, other than any indentures, credit agreements, loan agreements or similar instruments solely between or among any Transferred Subsidiaries.

(b) LMC has made available to RMT Parent true, complete and correct copies of each Spinco Material Contract as in effect on the date of this Agreement. Each Spinco Material Contract is valid and binding on the applicable LMC Entity and, to the knowledge of LMC, the counterparty thereto, and is in full force and effect, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Applicable Laws relating to or affecting creditors’ rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity). No LMC Entity is in material breach of, or material default under, any Spinco Material Contract to which it is a party.

(c) LMC has made available to RMT Parent true, complete and correct copies of each Financial Support Arrangement set forth on Section 7.07 of the LMC Disclosure Letter. Each such Financial Support Arrangement is valid and binding on the applicable LMC Entity and is in full force and effect, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Applicable Laws relating to or affecting creditors’ rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity). No LMC Entity is in material breach of, or material default under such Financial Support Arrangement to which it is a party.

Section 4.18 Environmental Matters.

(a) Except as disclosed on Section 4.18 of the LMC Disclosure Letter, the Spinco Business is (and, to the knowledge of LMC and the Spinco Business, its predecessor companies have been), in material compliance with all applicable Environmental Laws, and have obtained all Environmental Permits that are necessary to conduct the Spinco Business or to own, lease or operate the Transferred Assets, except where such noncompliance or failure to have obtained such Environmental Permits has not had, or would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect.

(b) Notwithstanding anything in this Agreement to the contrary, the representations and warranties contained in Section 4.06 and, as such relates to occupational health and safety standards, Section 4.15, and in this Section 4.18, are the only representations and warranties being made by LMC in this Agreement with respect to compliance with or Liability under Environmental Laws or Environmental Permits or with respect to any environmental, health or safety matter related in any way to the Spinco Business, the Transferred Leased Real Property, the Spinco Owned Real Property or the Transferred Facilities.

Section 4.19 Sufficiency of Assets; Title.

(a) Except as otherwise provided in this Agreement and in Section 4.19 of the LMC Disclosure Letter, and after giving effect to the Internal Reorganization, the Spinco Transfer and the employment of the Spinco Business Employees, together with the services and assets to be provided, the licenses to be granted and the other arrangements contemplated by the Transaction Documents, shall, in the aggregate, constitute all of the assets and rights reasonably sufficient to conduct, in all material respects, the Spinco Business immediately after the Closing independent of LMC and its then Subsidiaries in substantially the same manner as currently conducted by the LMC Entities.

(b) The LMC Entities have, in all material respects, good and valid title to, or valid leases, licenses or rights to use, all of the Transferred Assets, free and clear of all Liens, other than Permitted Liens (except with respect to the Spinco Owned Real Property and the Spinco Leased Real Property, which are the subject of the representations and warranties set forth in Section 4.13).

Section 4.20 Brokers.

Except for Goldman, Sachs & Co., J.P. Morgan Securities LLC and Houlihan Lokey Capital, Inc., no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Contemplated Transactions based upon arrangements made by or on behalf of LMC or any of its Subsidiaries. LMC shall be solely responsible for the fees and expenses of Goldman, Sachs & Co., J.P. Morgan Securities LLC and Houlihan Lokey Capital, Inc.

Section 4.21 Government Contracts. With respect to Government Contracts, Government Bids and Teaming Agreements that constitute Transferred Assets or Assumed Liabilities:

(a) Except as set forth in Section 4.21(a) of the LMC Disclosure Letter, the LMC Entities, with respect to the Spinco Business, are not parties to or otherwise bound by or subject to (it being understood that Government Contracts or Government Bids the disclosure of or reference to which is prohibited by NISPOM or the comparable regulations of other Governmental Authorities are not required to be listed on Section 4.21(a) of the LMC Disclosure Letter):

(i) any Current Government Contract where the aggregate revenues during the calendar year ended December 31, 2015 were in excess of \$30,000,000;

(ii) any material Government Bid for which an award has not been issued where the anticipated annual revenues will be in excess of \$30,000,000; or

(iii) any material Teaming Agreement.

(b) Each Current Government Contract is in full force and effect and constitutes a legal, valid and binding agreement, enforceable in accordance with its terms. To the Knowledge of LMC, each Current Government Contract was awarded in compliance with Applicable Law. LMC has not received written notice that any Current Government Contract or Government Bid is the subject of protest proceedings.

(c) Except as set forth in Section 4.21(c) of the LMC Disclosure Letter, and solely to the extent relating to the Spinco Business, (i) since January 1, 2013, LMC (or the Affiliated Transferor or Transferred Subsidiary) has complied and is in compliance in all material respects with all contract terms, conditions, provisions, and requirements (whether stated or incorporated expressly, by reference, or by operation of law) and all requirements of Applicable Law pertaining to any Government Contract or Government Bid; (ii) since January 1, 2013, all representations, certifications and statements made, executed, acknowledged or submitted, in each case in writing, to a Governmental Authority in connection with a Government Contract or Government Bid were materially current, accurate and complete as of their respective effective dates; (iii) neither the U.S. Government nor any prime contractor, subcontractor or other Person has notified LMC (or the applicable Affiliated Transferor or Transferred Subsidiary) in writing that LMC (or the applicable Affiliated Transferor or Transferred Subsidiary) has breached or violated any Applicable Law or contract term, condition, provisions, or requirement pertaining to such Current Government Contract that would reasonably be expected to adversely and materially affect (A) the collectability of any receivable or (B) the award of Government Contracts in the future; and (iv) no termination for default, or cure notice or show cause notice, is currently in effect or, to LMC's knowledge, currently threatened pertaining to any Current Government Contract, and, to LMC's knowledge, there is no fact or circumstance that is reasonably likely to give rise to a termination for default of any Current Government Contract.

(d) Except as set forth in Section 4.21(d) of the LMC Disclosure Letter, none of LMC's Principals (as defined in FAR 52.209-5) with respect to the Government Contracts or Government Bids is or during the last three years has been (i) debarred, suspended or excluded from participation in, or the award of, Government Contracts or doing business with any Governmental Authority, (ii) the subject of a finding of material non-compliance, non-responsibility or ineligibility for government contracting or for any reason is listed on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs or (iii) currently proposed for, or has been subject to suspension, debarment or exclusion proceedings or threatened suspension, debarment or exclusion proceedings.

(e) Except as set forth in Section 4.21(e) of the LMC Disclosure Letter, there are (i) no outstanding claims, contract disputes for which the amount in dispute exceeds

\$500,000, or requests for equitable adjustment against any LMC Entity with respect to the Spinco Business by any Governmental Authority or by any prime contractor, higher or lower tier subcontractor, vendor or other third party arising under or relating to any Government Contract and (ii) no outstanding material disputes with respect to the Spinco Business between any LMC Entity on the one hand, and a Governmental Authority on the other hand, under the Contract Disputes Act or between any LMC Entity on the one hand, and any prime contractor, higher or lower tier subcontractor, vendor or other third party on the other hand, arising under or relating to any such Government Contract or Government Bid.

(f) The cost accounting systems and business systems (as defined in Defense Federal Acquisition Regulation Supplement 242.7001 & 252.242-7005) used by the Spinco Business and the associated entries reflected in the financial and business records of the Spinco Business with respect to Government Contracts and Government Bids are (and since January 1, 2013 have been) in compliance in all material respects with Applicable Law, and (i) business systems have been approved, where applicable, by the Defense Contract Management Agency as adequate for accumulating and billing costs under and otherwise for complying with Government Contracts, to the extent evaluated, and (ii) to the knowledge of LMC, such cost accounting systems are adequate to meet the standards promulgated by the Cost Accounting Standards Board required for complying with the terms and conditions of the Government Contracts and Applicable Law.

(g) Except as set forth in Section 4.21(g) of the LMC Disclosure Letter, as of the date of this Agreement, with respect to the Spinco Business, (i) to the knowledge of LMC, there are no pending administrative, civil or criminal allegations, investigations, audits, civil investigation demands, subpoenas or indictments by any Governmental Authority concerning any JV Entity's, LMC's or any other LMC Entity's Government Contracts. Except as set forth in Section 4.21(g) of the LMC Disclosure Letter, and except where it has not had, or would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect, during the past six years, neither LMC, nor, to the Knowledge of LMC, any of its personnel (i) has made any disclosure to any Governmental Authority pursuant to any voluntary disclosure agreement or the FAR mandatory disclosure provisions (FAR 9.406-22(b)(1)(vi), 9.407-2(a)(8) & 52.203-13) in connection with any Government Contract or Government Bid, (ii) has received credible evidence of a violation of federal criminal law involving the fraud, conflict of interest, bribery, or gratuity provisions found in Title 18 of the U.S. Code, a violation of the civil False Claims Act, or a significant overpayment, in connection with the award, performance, or closeout of any Government Contract or receiving a Government Contract as a result of a Government Bid, or (iii) has initiated any formal internal investigation into such matter or possible matter.

(h) Except as set forth in Section 4.21(h) of the LMC Disclosure Letter, LMC has not received during the past three years, written notice of any government past performance evaluations or ratings of less than satisfactory in the Contractor Performance Assessment Reporting System in connection with the Government Contracts.

(i) Except as set forth in Section 4.21(i) of the LMC Disclosure Letter, the Spinco Business has in the past three years received a rating of satisfactory or better and complied in all material respects with all applicable requirements relating to the safeguarding of

and access to classified information, including those specified in the National Industrial Security Program Operating Manual. No notice of revocation, suspension or invalidation from the Defense Security Service or any other Governmental Authority has been issued as of the date hereof and remains unresolved with respect to any such facility security clearance and, to the Knowledge of LMC, no event, condition or omission has occurred or exists that would constitute grounds for such action or notice.

Section 4.22 International Trade Laws and Regulations.

(a) Since January 1, 2013, the LMC Entities and, to the knowledge of LMC, the JV Entities have conducted, in all material respects, the Spinco Business in compliance with all International Trade Laws and Regulations, have not engaged in any transactions, or otherwise dealt with any country, or other Person with whom United States Persons are prohibited from dealing under applicable International Trade Laws and Regulations, and have not participated directly or indirectly in any boycotts or other similar practices in violation of International Trade Laws and Regulations, and there are no Proceedings pending or, to the knowledge of LMC, threatened between LMC or any of its Subsidiaries or, to the knowledge of LMC, the JV Entities and any Governmental Authority under any of the International Trade Laws and Regulations that would reasonably be expected to have a Spinco Material Adverse Effect or would reasonably be expected to prevent or materially delay the consummation by LMC or Spinco of the Contemplated Transactions.

(b) LMC and, to the knowledge of LMC, the JV Entities have been and are registered with the Directorate of Defense Trade Controls, United States Department of State, as an entity that engages in the United States in the business of either manufacturing or exporting “defense articles” or furnishing “defense services,” as those terms are defined in the ITAR, in connection with the operation of the Spinco Business. Except as would not reasonably be expected to have a Spinco Material Adverse Effect, neither LMC nor any of its Subsidiaries has manufactured “defense articles,” exported “defense articles” or furnished “defense services” or “technical data” to foreign nationals in the U.S. or abroad, as those terms are defined in 22 C.F.R. part 120, except pursuant to a valid license or other valid legal authorization and otherwise in accordance with Applicable Law.

(c) Neither LMC nor any Representative of an LMC Entity and, to the knowledge of LMC, nor any JV Entity has offered or given, with respect to the Spinco Business, and LMC has no knowledge of any Person that has offered or given on its behalf with respect to the Spinco Business, anything of value to (i) any official, member, employer or customer of a Governmental Authority, any political party or official thereof, or any candidate for political office, (ii) any customer or member of the government or (iii) any other Person, in any such case while knowing or having reason to know that all or a portion of such money or thing of value may be offered, given or promised, directly or indirectly, to any customer, member of the government or candidate for political office, in each case in violation of the FCPA, laws and regulations by other countries implementing the OECD Convention on Combating Bribery of Foreign Officials or other Applicable Laws of similar effect.

(a) EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE IV OR IN THE OTHER TRANSACTION DOCUMENTS, NONE OF LMC, SPINCO OR THEIR RESPECTIVE REPRESENTATIVES MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE SPINCO BUSINESS, THE TRANSFERRED SUBSIDIARIES, THE JV ENTITIES, THE CONTEMPLATED TRANSACTIONS OR ANY OF THE TRANSFERRED ASSETS OR THE ASSUMED LIABILITIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE IV OR IN THE OTHER TRANSACTION DOCUMENTS, LMC, SPINCO AND THEIR RESPECTIVE REPRESENTATIVES HAVE NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO (I) THE EXCLUDED ASSETS OR THE EXCLUDED LIABILITIES, (II) MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE AND ALL OTHER WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE (OR SIMILAR LAWS), (III) THE OPERATION OF THE SPINCO BUSINESS AFTER THE CLOSING OR (IV) THE PROBABLE SUCCESS, PROFITABILITY OR PROSPECTS OF THE SPINCO BUSINESS AFTER THE CLOSING AND ANY SUCH REPRESENTATION OR WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

(b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE OTHER TRANSACTION DOCUMENTS, NONE OF LMC, SPINCO OR THEIR REPRESENTATIVES WILL HAVE OR BE SUBJECT TO ANY LIABILITY OR INDEMNIFICATION OBLIGATION TO RMT PARENT, MERGER SUB, ITS REPRESENTATIVES OR TO ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO RMT PARENT, MERGER SUB OR ITS REPRESENTATIVES OF, OR RMT PARENT'S, MERGER SUB'S OR THEIR REPRESENTATIVES' USE OF, ANY INFORMATION RELATING TO THE SPINCO BUSINESS, INCLUDING ANY INFORMATION, DOCUMENTS, PROJECTIONS, FORECASTS, BUSINESS PLANS, OFFERING MATERIALS OR OTHER MATERIAL MADE AVAILABLE TO RMT PARENT OR ITS REPRESENTATIVES OR POTENTIAL FINANCING SOURCES, WHETHER ORALLY OR IN WRITING, IN CERTAIN "DATA ROOMS," MANAGEMENT PRESENTATIONS, FUNCTIONAL "BREAK-OUT" DISCUSSIONS, "EXPERT SESSIONS," SITE TOURS OR VISITS, DILIGENCE CALLS OR MEETINGS, RESPONSES TO QUESTIONS SUBMITTED ON BEHALF OF RMT PARENT, MERGER SUB OR THEIR REPRESENTATIVES OR IN ANY OTHER FORM IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF RMT PARENT AND MERGER SUB

Except as otherwise disclosed or identified in (a) the RMT Parent SEC Documents filed with or furnished to the SEC prior to the date of this Agreement, but excluding any risk factor disclosure and disclosure of risks included in any "forward looking statements" disclaimer or other statement included in such RMT Parent SEC Documents to the extent they are predictive or forward looking in nature; or (b) the RMT Parent Disclosure Letter, RMT Parent and Merger Sub, jointly and severally, hereby represent and warrant to LMC and Spinco as follows:

Section 5.01 Corporate Existence and Power.

Each of RMT Parent and Merger Sub is an entity duly incorporated, validly existing and in good standing under the corporation laws of the jurisdiction of its incorporation and has all corporate power and authority to own its properties and carry on its business as conducted. Each of the RMT Parent's Subsidiaries (other than Merger Sub) is duly incorporated or formed, validly existing and in good standing (to the extent such concept is recognized in the relevant jurisdiction of organization) under the Applicable Laws of its respective jurisdiction of organization and has all corporate power and authority to own its properties and carry on its business as conducted.

Section 5.02 Corporate Authorization.

(a) Each of RMT Parent and Merger Sub has all necessary corporate or similar power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the Contemplated Transactions. Each of RMT Parent's Subsidiaries has the necessary corporate power and authority to enter into each Transaction Document to which it is or will be a party, to carry out its obligations thereunder and to consummate the Contemplated Transactions. The execution and delivery by RMT Parent and Merger Sub of this Agreement, the performance by RMT Parent and Merger Sub of their respective obligations hereunder and the consummation by RMT Parent and Merger Sub of the Contemplated Transactions have been duly authorized by all requisite corporate action on the part of RMT Parent and Merger Sub, except for the RMT Parent Stockholder Approval.

(b) The execution and delivery by RMT Parent of each Transaction Document to which it is or will be a party, the performance by RMT Parent of its obligations thereunder and the consummation by RMT Parent of the Contemplated Transactions have been, or will be, duly authorized by all requisite corporate or similar action on the part of RMT Parent.

(c) The execution and delivery by each of RMT Parent's Subsidiaries of each Transaction Document to which it is or will be a party, the performance by each of RMT Parent's Subsidiaries of its obligations thereunder and the consummation by each of RMT Parent's Subsidiaries of the transactions contemplated thereby will be, duly authorized by all requisite action on the part of each of RMT Parent's Subsidiaries. This Agreement has been duly executed and delivered by each of RMT Parent and Merger Sub, and (assuming due authorization, execution and delivery by the other Parties) this Agreement constitutes a legal, valid and binding obligation of each of RMT Parent and Merger Sub, enforceable against each of RMT Parent and Merger Sub in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Applicable Laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity). Each Transaction Document to which RMT Parent is or will be a party has been or will be duly executed and delivered by RMT Parent, and (assuming due authorization, execution, and delivery by the other parties thereto), constitutes, or will constitute, a legal, valid and binding

obligation of RMT Parent, enforceable against RMT Parent in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Applicable Laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity). Each Transaction Document will be duly executed and delivered by each of RMT Parent's Subsidiaries party thereto, and (assuming due authorization, execution and delivery by the other parties thereto) each Transaction Document will constitute, a legal, valid and binding obligation of each of RMT Parent's Subsidiaries party thereto or contemplated to be party thereto, enforceable against each such Subsidiary of RMT Parent in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Applicable Laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(d) Merger Sub is a direct, wholly owned Subsidiary of RMT Parent. The copies of the articles of incorporation and bylaws of Merger Sub that were previously furnished or made available to LMC are true, complete and correct copies of such documents as in effect on the date of this Agreement.

(e) Section 5.02(e) of the RMT Parent Disclosure Letter sets forth a list as of the date hereof of the Subsidiaries of RMT Parent and their respective jurisdictions of incorporation or formation.

Section 5.03 Capitalization.

(a) As of the date hereof, the authorized capital stock of RMT Parent consists of 500,000,000 shares of RMT Parent Common Stock and 10,000,000 shares of RMT Parent Preferred Stock. As of the close of business on January 25, 2016 (the "RMT Parent Capitalization Date"), (i) 72,189,438 shares of RMT Parent Common Stock and no shares of RMT Parent Preferred Stock were issued and outstanding, (ii) an aggregate 4,853,917 shares of RMT Parent Common Stock are reserved for issuance pursuant to outstanding awards and rights under the RMT Parent Stock Plans of which (A) 2,325,879 shares of RMT Parent Common Stock were subject to outstanding RMT Parent Stock Options, which RMT Parent Stock Options are subject to the vesting set forth in Section 5.03 of the RMT Parent Disclosure Letter, (B) 2,282,722 shares of RMT Parent Common Stock were subject to outstanding RMT Parent RSUs, which RMT Parent RSUs are subject to the vesting set forth in Section 5.03 of the RMT Parent Disclosure Letter, and (C) 245,316 shares of RMT Parent Common Stock were subject to outstanding RMT Parent Performance Share Units that are settled in shares of RMT Parent Common Stock, which RMT Parent Performance Share Units are subject to the vesting set forth in Section 5.03 of the RMT Parent Disclosure Letter (assuming satisfaction of any performance-based vesting criteria at the target level), and no shares of RMT Parent Common Stock were subject to outstanding RMT Parent Performance Share Units that are settled in cash, and (iii) no shares of RMT Parent Common Stock and no shares of RMT Parent Preferred Stock were held in the treasury of RMT Parent. Except as set forth above, as of the RMT Parent Capitalization Date, (i) there were no options, warrants, convertible debt, other convertible instruments or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital stock of RMT Parent or (A) obligating RMT Parent or any of its Subsidiaries to

issue or sell any shares of capital stock of, or other equity interests in, RMT Parent, (B) obligating RMT Parent or any of its Subsidiaries to issue, grant, extend or enter into any such option, warrant, right, agreement, arrangement or commitment or (C) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of shares of RMT Parent Common Stock and (ii) there are no outstanding contractual obligations of RMT Parent or any of its Subsidiaries to repurchase, redeem or otherwise acquire any shares of RMT Parent Common Stock. All shares of RMT Parent Common Stock which may be issued prior to the Merger Effective Time in accordance with the terms of this Agreement, will be when issued, duly authorized, validly issued, fully paid and non-assessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any applicable contracts or any provision of the RMT Parent Charter or the bylaws of RMT Parent.

(b) No bonds, debentures, notes or other indebtedness of RMT Parent or any of its Subsidiaries having the right to vote (or convertible into or exercisable for securities having the right to vote) on any matters on which stockholders of RMT Parent may vote are issued or outstanding.

(c) The authorized capital stock of Merger Sub consists of 100 shares of common stock, par value \$0.01 per share. 100 shares of common stock of Merger Sub are issued and outstanding, all of which are owned of record and beneficially by RMT Parent.

(d) As of the Merger Effective Time, (i) RMT Parent will own, directly or indirectly, equity interests in each of its Subsidiaries in the manner set forth in Section 5.03(d) of the RMT Parent Disclosure Letter, in each case, free and clear of all Liens other than restrictions imposed by applicable securities laws and regulations, (ii) all equity interests in RMT Parent's Subsidiaries will have been duly authorized, validly issued, fully paid and non-assessable, and (iii) there will be no outstanding options, warrants, convertible debt, other convertible instruments or other rights, agreements, arrangements or commitments of any character (A) relating to the equity interests in the Subsidiaries of RMT Parent or (B) obligating any Subsidiary of RMT Parent to issue, grant, extend or enter into any such option, warrant, convertible debt, other convertible instrument or other right, agreement, arrangement or commitment.

(e) Section 5.03(e) of the RMT Parent Disclosure Letter sets forth a list of all of the Subsidiaries of RMT Parent and RMT Parent's respective (direct or indirect) ownership interest in each such Subsidiary. Except for its interests in the Subsidiaries set forth on Section 5.03(e) of the RMT Parent Disclosure Letter, as of the Merger Effective Time, RMT Parent will not own, directly or indirectly, any capital stock of, or other equity or voting interest in, any Person.

(f) Prior to the Merger Effective Time, true, complete and correct copies of the articles or certificate of incorporation and bylaws (or similar organizational documents) of each Subsidiary of RMT Parent (other than Merger Sub) will be furnished or made available to LMC.

Section 5.04 No Conflict; Board and Stockholder Approval.

(a) Assuming that all consents, approvals, authorizations and other actions described herein or set forth in Section 5.04 of the RMT Parent Disclosure Letter have been obtained, all filings and notifications listed in Section 5.05 or in Section 5.05 of the RMT Parent Disclosure Letter have been made, any applicable waiting period has expired or been terminated and any applicable approval or authorization has been obtained under the Antitrust Laws, and except as may result from any facts or circumstances relating solely to LMC or its Affiliates, the execution, delivery and performance by RMT Parent and Merger Sub of this Agreement does not, and the execution, delivery and performance by RMT Parent and Merger Sub of each other Transaction Document to which it is contemplated to be a party will not, (i) contravene or conflict with the articles or certificate of incorporation or bylaws (or similar organizational documents) of RMT Parent or any Subsidiary of RMT Parent (including Merger Sub), (ii) (A) contravene or conflict with or violate any Applicable Law or Governmental Order applicable to RMT Parent or any Subsidiary of RMT Parent (including Merger Sub), (B) contravene, conflict with, result in any breach of, constitute a default (or an event which, with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, acceleration or cancellation of, any RMT Parent Material Contract or any other contract to which RMT Parent or any Subsidiary of RMT Parent is a party or by which any of their respective properties or assets is bound or (C) (1) result in the creation or the imposition of (y) any Lien upon any assets of RMT Parent or any of its Subsidiaries (other than a Permitted Lien) or (z) any Lien upon any of the capital stock of RMT Parent or any of its Subsidiaries or (2) result in the cancellation, modification, revocation or suspension of any material license or permit, authorization or approval issued or granted by any Governmental Authority in respect of RMT Parent or any of its Subsidiaries, except in any such case as would not reasonably be expected to (I) materially and adversely affect the ability of RMT Parent or any of its Subsidiaries to carry out its obligations under, and to consummate the Contemplated Transactions or (II) otherwise have an RMT Parent Material Adverse Effect.

(b) The RMT Parent Board, by resolutions adopted at a meeting duly called and held and not subsequently rescinded or modified in any way, has (i) determined that the Merger and this Agreement are advisable and has approved this Agreement, and (ii) subject to the provisions of Section 7.03(d), resolved to recommend the approval by the stockholders of RMT Parent of the RMT Parent Share Issuance. The Merger Sub Board, by resolutions adopted at a meeting duly called and held and not subsequently rescinded or modified in any way, has determined that the Merger and this Agreement are advisable and has approved this Agreement and the transactions contemplated hereby, and has recommended the approval by RMT Parent, as the sole stockholder of Merger Sub, of the Merger.

(c) The affirmative vote of the holders of a majority of the voting power of the shares of common stock of Merger Sub is the only vote of the holders of any class or series of Merger Sub's capital stock necessary to adopt this Agreement or consummate the Contemplated Transactions. RMT Parent is the sole stockholder of record of Merger Sub. RMT Parent shall, in its capacity as sole stockholder of Merger Sub, adopt this Agreement and approve the Merger by written consent as soon as practicable following execution and delivery of this Agreement. The RMT Parent Stockholder Approval is the only vote of the holders of any voting securities of RMT Parent under any Applicable Law, the rules and regulations of the New York Stock Exchange, and the RMT Parent Charter and the bylaws of RMT Parent necessary to approve the Contemplated Transactions, including the RMT Parent Share Issuance and the actions contemplated by Section 3.04.

Section 5.05 Governmental Consents and Approvals.

Except as set forth in Section 5.05 of the RMT Parent Disclosure Letter, the execution, delivery and performance by RMT Parent and Merger Sub of this Agreement and the execution, delivery and performance by RMT Parent and each of its Subsidiaries of each Transaction Document to which it is contemplated to be a party do not require any consent, approval, authorization or other order or declaration of, action by, filing with or notification to, any Governmental Authority, other than (a) compliance with, and filings under, the HSR Act or any other applicable Antitrust Laws, (b) the filing and recordation of the Certificate of Merger with the Secretary of State of the State of Delaware in accordance with Section 2.02, (c) the filing with the SEC of the Proxy Statement and the Registration Statements and such other compliance with the Exchange Act and the Securities Act as may be required in connection with the Contemplated Transactions, (d) compliance with any applicable requirements and filings with DSS under the NISPOM, (e) where the failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not reasonably be expected to prevent or materially delay the consummation by RMT Parent or Merger Sub of the Contemplated Transactions or would not reasonably be expected to have an RMT Parent Material Adverse Effect, (f) compliance with the rules and regulations of the New York Stock Exchange as required in connection with the Contemplated Transactions, (g) filings with the United States Department of State's Directorate of Defense Trade Controls in accordance with Section 122.4 of the ITAR, including a filing pursuant to ITAR Section 122.4(a) to be submitted five days after Closing or (h) as a result of any facts or circumstances relating to LMC or any of its Affiliates.

Section 5.06 Financial Information: Financing.

(a) Each of the consolidated financial statements (including, in each case, any notes thereto) contained (or incorporated by reference) in the RMT Parent SEC Documents (i) present fairly, in all material respects, the combined financial position of RMT Parent and its Subsidiaries as of the dates thereof and the results of operations and cash flows of RMT Parent and its Subsidiaries for the periods covered thereby (subject, in the case of unaudited statements, to normal and recurring year-end adjustments that have not had, and would not reasonably be expected to have, an RMT Parent Material Adverse Effect), and (ii) were prepared in accordance with GAAP consistently applied during the periods covered thereby (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC).

(b) RMT Parent has timely filed all certifications and statements required by (i) Rule 13a-14 or Rule 15d-14 under the Exchange Act or (ii) 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002) with respect to all applicable RMT Parent SEC Documents. RMT Parent maintains disclosure controls and procedures required by Rule 13a-15 or Rule 15d-15 under the Exchange Act, and such controls and procedures are effective to ensure that all material information concerning RMT Parent and its Subsidiaries is made known on a timely basis to the individuals responsible for the preparation of RMT Parent's SEC filings and other public disclosure documents. As used in this Section 5.06(b), the term "filed" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(c) RMT Parent maintains, and has maintained, a standard system of accounting established and administered in accordance with GAAP applied on a consistent basis. RMT Parent and its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements of RMT Parent in conformity with GAAP applied on a consistent basis and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorizations and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(d) RMT Parent has delivered to LMC a true, complete and fully executed copy of a commitment letter, including (i) all exhibits, schedules, attachments and amendments to such commitment letter in effect as of the date of this Agreement and (ii) any associated fee letters (together, the "RMT Commitment Letter") and, together with the Spinco Commitment Letter, the "Commitment Letters") from CGMI, BTMU, BoA, MLPFS, JPMCB, JPMS and GS (CGMI, BTMU, BoA, MLPFS, JPMCB, JPMS and GS (together with all additional lenders and financing sources added to the RMT Commitment Letter or any Alternative RMT Commitment Letter, the "RMT Lenders") and, together with the Spinco Lenders, the "Lenders"), pursuant to which, among other things, the RMT Lenders have committed to RMT Parent and RMT Inc. to provide or cause to be provided to RMT Inc. debt financing in the aggregate amount set forth therein (the bank and/or bond financings, in each case contemplated by the RMT Commitment Letter, being referred to as the "RMT Financing"; the RMT Financing together with the Spinco Financing, the "Financings"). As of the date of this Agreement, (x) the RMT Commitment Letter has not been amended, waived or modified and (y) the respective commitments contained in the RMT Commitment Letter have not been withdrawn, modified or rescinded in any respect. Except for the RMT Commitment Letter (together with all ancillary documents referenced therein), there are no side letters or other contracts, instruments or other commitments, obligations or arrangements (whether written or oral) related to the funding of the full amount of the RMT Financing.

(e) The RMT Commitment Letter, in the form so delivered, is in full force and effect and is a legal, valid and binding obligation of RMT Parent and, to the knowledge of RMT Parent, the other parties thereto (in each case, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity). As of the date of this Agreement (assuming the accuracy of the representations and warranties and undertakings of each of LMC and Spinco under this Agreement for such purpose), no event has occurred that, with or without notice, lapse of time or both, would reasonably be expected to constitute a default or breach on the part of RMT Parent under any term or condition of the RMT Commitment Letter. RMT Parent has fully paid any and all commitment fees, any other fees or any other amounts required by the RMT Commitment Letter to be paid on or before the date of this Agreement. At the Closing, assuming the RMT Financing is funded in accordance with the RMT Commitment Letter, the proceeds of the RMT Financing will be sufficient to finance the RMT Parent Special Dividend and to pay all related

fees and expenses associated therewith. Other than as set forth in the RMT Commitment Letter, there are no conditions precedent to the funding of the full amount of the RMT Financing. As of the date of this Agreement, and subject to the satisfaction of all the conditions set forth in Section 8.01 and Section 8.03, RMT Parent has no reason to believe that any of the conditions to the RMT Financing that are required to be satisfied by it or any other party to the RMT Commitment Letter as a condition to the obligations under the RMT Commitment Letter will not be satisfied on a timely basis or that the RMT Financing contemplated by the RMT Commitment Letter will not be available to RMT Inc. immediately prior to, or on, the Closing Date.

(f) Upon the consummation of the Contemplated Transactions, assuming the accuracy of the representations and warranties of LMC and Spinco contained in Article IV, (i) RMT Parent will not be insolvent, (ii) RMT Parent will not be left with unreasonably small capital, (iii) RMT Parent will not have incurred debts or other Liabilities beyond its ability to pay such debts or other Liabilities as they mature and (iv) the capital of RMT Parent will not be impaired.

Section 5.07 Absence of Certain Changes.

Since December 31, 2015, there has not occurred any RMT Parent Material Adverse Effect.

Section 5.08 Litigation.

Except as set forth in Section 5.08 of the RMT Parent Disclosure Letter, there is no Proceeding by or against RMT Parent or any of its Subsidiaries pending or, to the knowledge of RMT Parent, threatened in writing that would reasonably be expected to have an RMT Parent Material Adverse Effect or would reasonably be expected to prevent or materially delay the consummation by RMT Parent or Merger Sub of the Contemplated Transactions.

Section 5.09 Registration Statements, Proxy Statement; Schedule TO.

The information supplied by RMT Parent specifically for inclusion or incorporation by reference in the Registration Statements and the Proxy Statement and, if applicable, the Schedule TO and any other filing contemplated by Section 7.01, shall not, at (a) the time each Registration Statement is declared effective, (b) the time the Proxy Statement (or any amendment thereof or supplement thereto) is first mailed to the stockholders of RMT Parent, (c) the time of the RMT Parent Stockholders' Meeting, (d) the time the Schedule TO is filed with the SEC or (e) the Merger Effective Time, contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. All documents that RMT Parent is responsible for filing with the SEC in connection with the Contemplated Transactions will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the rules and regulations thereunder and the Exchange Act and the rules and regulations thereunder. Notwithstanding the foregoing, no representation is made by RMT Parent or Merger Sub in respect of any information provided by LMC or Spinco specifically for inclusion or incorporation by reference into the Registration Statements, the Proxy Statement or, if applicable, the Schedule TO.

Section 5.10 Compliance with Laws.

Since January 1, 2013, RMT Parent and its Subsidiaries have conducted, in all material respects, their businesses in compliance with all Applicable Laws and Governmental Orders applicable to the business of RMT Parent and its Subsidiaries, and none of RMT Parent and its Subsidiaries is in material violation of any such Applicable Law or Governmental Order. RMT Parent and each of its Subsidiaries has obtained and is, in all material respects, in compliance with all material Permits that are necessary to conduct its business or to own, lease or operate its facilities. This Section 5.10 does not apply with respect to the matters that are the subject of the representations and warranties set forth in Section 5.13, Section 5.14, Section 5.15, Section 5.17, Section 5.22 or Section 5.23.

Section 5.11 Intellectual Property.

(a) Except as set forth in Section 5.11 of the RMT Parent Disclosure Letter:

(i) with respect to all material patents and patent applications, material registrations and applications for trademarks and copyrights owned by RMT Parent and its Subsidiaries (the "Owned Intellectual Property"), all such Owned Intellectual Property is subsisting and, to the knowledge of RMT Parent, except with respect to applications, is valid and enforceable;

(ii) To the knowledge of RMT Parent, the conduct of, and the use of the Owned Intellectual Property in connection with, the respective businesses of the RMT Parent and its Subsidiaries as heretofore conducted does not conflict with, infringe upon, misappropriate or otherwise violate the Intellectual Property rights of any other Persons, except to the extent that such conflict, infringement, misappropriation or violation has not had, and would not reasonably be expected to have, individually or in the aggregate, an RMT Parent Material Adverse Effect; provided that RMT Parent makes no representation or warranty hereunder with respect to any Intellectual Property owned and provided by a third party (other than RMT Parent or any of its Affiliates) that is embedded or included in any such Owned Intellectual Property;

(iii) To the knowledge of RMT Parent, RMT Parent and the other RMT Parent Entities have taken reasonable measures to protect the confidentiality of all such Owned Intellectual Property that is considered confidential or proprietary by RMT Parent as of the date of this Agreement (except for such Owned Intellectual Property whose value would not reasonably be expected to be impaired in any material respect by disclosure), including entering into appropriate confidentiality agreements with Persons with access to such Owned Intellectual Property; and

(iv) There is no (A) Proceeding initiated by any other Person pending or, to the knowledge of RMT Parent, threatened in writing against RMT Parent or any other RMT Parent Entity (1) concerning the matters described in Section 5.11(a)(ii) or (2) challenging the validity, enforceability or ownership of any material Owned Intellectual Property; provided, in each case, that any Proceeding that has been initiated but with respect to which process or other comparable notice has not been served on or

delivered to RMT Parent or any RMT Parent Entity shall be deemed to be “threatened” rather than “pending” or (B) Governmental Order against RMT Parent or any RMT Parent Entity or settlement agreement that an RMT Parent Entity is a party to or, to the knowledge of RMT Parent, any other Governmental Order or settlement agreement restricting in any material respect the use or exploitation of any material Owned Intellectual Property.

(b) Since January 1, 2013, to the knowledge of RMT Parent, (i) there have been no security breaches in the information technology systems of, used by or affecting the business of RMT Parent and its Subsidiaries, and (ii) there have been no disruptions in any information technology systems that adversely affected the business of RMT Parent and its Subsidiaries, except in each case, as has not had, or would not reasonably be expected to have, individually or in the aggregate, an RMT Parent Material Adverse Effect.

(c) The RMT Parent Entities, in connection with the conduct of the business of RMT Parent and its Subsidiaries, have, at all times since January 1, 2013, complied, in all material respects, with RMT Parent’s own posted or otherwise binding privacy policies, relating to privacy, data protection, or the collection, retention, protection and use of PII. No Proceedings have been asserted or, to the knowledge of RMT Parent, threatened in writing against any RMT Parent Entity, alleging a material violation of any Person’s privacy, personal information or data rights in relation to the conduct of the business of RMT Parent and its Subsidiaries that would reasonably be expected to have an RMT Parent Material Adverse Effect. In connection with the operation of the business of RMT Parent and its Subsidiaries, the RMT Parent Entities take commercially reasonable measures to protect PII against unauthorized access, use, modification, disclosure, or other misuse.

(d) There is no material license under which an RMT Parent Entity is a licensee or a licensor or otherwise is granted, obtains or agrees to grant or provide rights to use any material Intellectual Property, or is restricted in any material respect in its right to use any material Intellectual Property (excluding (i) licenses for COTS software (as such term is defined in the Separation Agreement), or (ii) licenses granted to customers (including Governmental Authorities) in the ordinary course of business consistent with past practice) (each such license, “RMT Parent License”) for which the termination thereof or the restriction or loss of rights thereunder would reasonably be expected to have a RMT Parent Material Adverse Effect. Each RMT Parent License is valid and binding on the applicable RMT Parent Entity and, to the knowledge of RMT Parent, the counterparty thereto, and is in full force and effect, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Applicable Laws relating to or affecting creditors’ rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity). No RMT Parent Entity is in material breach of, or material default under, any RMT Parent License to which it is a party.

(e) Notwithstanding anything in this Agreement to the contrary, the representations and warranties contained in Section 5.04, Section 5.07, Section 5.08 and in this Section 5.11 are the only representations and warranties being made by RMT Parent in this Agreement with respect to the validity of, the right to register, or any activity that constitutes infringement, misappropriation or other violation of, a third party’s Intellectual Property rights.

Section 5.12 Real Property.

(a) Section 5.12(a) of the RMT Parent Disclosure Letter sets forth, with respect to each parcel of RMT Parent Leased Real Property as of the date of this Agreement and each parcel of RMT Parent Leased Real Property as of the Closing Date, the Contracts which provide RMT Parent with such rights in or to such RMT Parent Leased Real Property existing as of the date of this Agreement (collectively with the Contracts that provide RMT Parent with such rights in or to such RMT Parent Leased Real Property as of the Closing Date, the “RMT Leases”), the address (or other identifying description) of each parcel of material RMT Parent Leased Real Property and the identity of the lessor, lessee and current occupant (if different from lessee) of each such parcel of RMT Parent Leased Real Property. True, correct and complete copies of all RMT Leases existing as of the date of this Agreement have been provided to LMC. RMT Parent (i) has a valid and binding leasehold interest in each parcel of RMT Parent Leased Real Property existing as of the date of this Agreement and (ii) will have a valid and binding leasehold interest in each parcel of RMT Parent Leased Real Property, in each case, free and clear of all Liens, other than Permitted Liens. No RMT Parent Entity has subleased or granted to a third party any right to use or occupy all or any portion of the RMT Parent Leased Real Property.

(b) No RMT Parent Entity, nor to the knowledge of RMT Parent Entity, any counterparty to any RMT Lease is in default in any material respects with respect to any obligation under an RMT Lease. No RMT Parent Entity has subleased or granted to a third party any right to use or occupy all or any portion of the RMT Parent Leased Real Property.

(c) Section 5.12(c) of the RMT Parent Disclosure Letter sets forth the address and parcel number of each parcel of material RMT Parent Owned Real Property. A RMT Parent Entity has good and marketable fee simple title in and to each parcel of RMT Parent Owned Real Property, including all of the buildings and improvements thereon, free and clear of all Liens, other than Permitted Liens. There are no outstanding options, rights of first offer or rights of first refusal to purchase any RMT Parent Owned Real Property or any portion thereof or interest therein. Other than pursuant to easements of record, no RMT Parent Entity has leased or granted any right to use or occupy all or any portion of an RMT Parent Owned Real Property to a third party. There is no condemnation or other proceeding in eminent domain, pending or, to the knowledge of RMT Parent, threatened, affecting the RMT Parent Owned Real Property or any portion thereof or interest therein.

Section 5.13 Employee Benefit Matters.

(a) U.S. RMT Parent Plans and Material Documents. Section 5.13(a) of the RMT Parent Disclosure Letter lists, as of the date of this Agreement, all material “employee benefit plans” (as defined in Section 3(3) of ERISA, whether or not subject to ERISA), all material bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other compensation or benefit plans, programs or arrangements, and all material employment, termination, severance, retention or other contracts or agreements, to which RMT Parent or any of its Subsidiaries is a party, with respect to which RMT Parent or any of its Subsidiaries has any obligation or which are maintained, contributed to or sponsored by RMT Parent or any of its Subsidiaries, in each

case, for the benefit of any U.S. RMT Parent Employee or to which any U.S. RMT Parent Employee is a party (collectively, the “U.S. RMT Parent Plans”). With respect to each U.S. RMT Parent Plan, RMT Parent has made available to LMC (to the extent applicable) (i) a true and complete copy of the current plan document and any material amendments thereto, (ii) copies of (1) the most recent summary plan description and any summaries of material modifications thereto and (2) the most recent annual report on Form 5500 (including any applicable schedules and attachments thereto) filed with the Department of Labor, and (iii) the most recent determination or opinion letter received from the IRS (if any).

(b) Non-U.S. RMT Parent Plans and Material Documents. Section 5.13(b) of the RMT Parent Disclosure Letter lists, as of the date hereof, all material employee benefit plans, material bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other compensation or benefit plans, programs or arrangements, and all material employment, termination, severance or other contracts or agreements, to which RMT Parent or any of its Subsidiaries is a party, with respect to which RMT Parent or any of its Subsidiaries has any obligation or which are maintained, contributed to or sponsored by RMT Parent or any of its Subsidiaries, in each case, for the benefit of any Non-U.S. RMT Parent Employee or to which any Non-U.S. RMT Parent Employee is a party (other than statutory plans) (collectively, the “Non-U.S. RMT Parent Plans” and together with the U.S. RMT Parent Plans, the “RMT Parent Plans”). With respect to each Non-U.S. RMT Parent Plan, RMT Parent has made available to LMC (to the extent applicable) (i) a true and complete copy of the current plan document and any material amendments thereto and (ii) copies of the most recent summary plan description and any summaries of material modifications thereto.

(c) Each RMT Parent Plan (and any related trust or other funding vehicle) has been administered in all material respects in accordance with its terms and as applicable is in compliance in all material respects with ERISA, the Code and all other material Applicable Laws. Each of RMT Parent and its Subsidiaries is in compliance in all material respects with ERISA, the Code and all other material Applicable Laws. Each of RMT Parent and its Subsidiaries is in compliance in all material respects with ERISA, the Code and all other material Applicable Laws. All employer and employee contributions required to have been made by RMT Parent to each U.S. RMT Parent Plan have, in all material respects, been timely made. There is no material Proceeding pending, or to the knowledge of RMT Parent threatened, with respect to any U.S. RMT Parent Plan, other than ordinary course claims for benefits. Each U.S. RMT Parent Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS, or an application for a favorable determination by the IRS has been timely filed and is currently pending, and, to the knowledge of RMT Parent, nothing has occurred that would reasonably be expected to result in a loss of the Tax-qualified status of such U.S. RMT Parent Plan under Section 401(a) of the Code.

(d) No Liability under Title IV or Section 302 of ERISA has been incurred by RMT Parent or any of its ERISA Affiliates that has not been satisfied in full, and, to the knowledge of RMT Parent, no condition exists that presents a material risk to RMT Parent or any ERISA Affiliate of incurring any such liability, other than liability for premiums due the Pension Benefit Guaranty Corporation (which premiums have been paid when due). No U.S. RMT Parent Plan that is a Title IV Plan or any trust established thereunder has incurred any

“accumulated funding deficiency” (as defined in Section 302 of ERISA and Section 412 of the Code), whether or not waived, as of the last day of the most recent fiscal year of each Title IV Plan ended prior to the Closing. Neither RMT Parent nor any of its ERISA Affiliates has, within the preceding six years, withdrawn in a complete or partial withdrawal from any “multiemployer plan” (as defined in Section 3(37) of ERISA) or incurred any liability under Section 4204 of ERISA that has not been satisfied in full.

(e) Each Non-U.S. RMT Parent Plan has been administered in compliance in all material respects with its terms and operated in compliance in all material respects with Applicable Laws. Each Non-U.S. RMT Parent Plan required to be registered or approved by a non-U.S. governmental entity has been so registered or approved and has been maintained in good standing with applicable regulatory authorities, and, to the knowledge of RMT Parent, no event has occurred since the date of the most recent approval or application therefor relating to any such Non-U.S. RMT Parent Plan that could reasonably be expected to materially affect any such approval relating thereto or increase the costs relating thereto in a manner material to RMT Parent. Each Non-U.S. RMT Parent Plan is funded or insured in material compliance with Applicable Law.

(f) Except as set forth in Section 5.13(f)(1) of the RMT Parent Disclosure Letter, none of the execution and delivery of this Agreement or the other Transaction Documents or the consummation of the Merger or any other Contemplated Transaction (alone or in conjunction with any other event, including any termination of employment) will (i) entitle any RMT Parent Employee to any material compensation or benefit, (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any material compensation or benefit or trigger any other material obligation under any RMT Parent Plan or (iii) result in any breach or violation of or default under, or limit RMT Parent’s right to amend, modify or terminate, any RMT Parent Plan, in each case, except as provided in this Agreement or the Employee Matters Agreement or pursuant to Applicable Law. Except as disclosed in Section 5.13(f)(2) of the RMT Parent Disclosure Letter, no amounts payable under the RMT Parent Plans will fail to be deductible for federal income Tax purposes by virtue of Section 280G of the Code as a result of the occurrence of the transactions contemplated by this Agreement, either alone or in combination with another event.

Section 5.14 Labor Matters.

Section 5.14 of the RMT Parent Disclosure Letter lists, as of the date of this Agreement, each collective bargaining agreement or similar labor agreement that is applicable to any RMT Parent Employee as of the date of this Agreement, and its Subsidiaries, including Union Employees, to which RMT Parent or any of its Subsidiaries is a party, including arrangements with works councils and other similar employee representative bodies representing any employee of RMT Parent and its Subsidiaries will have outstanding rights or obligations on and following the Closing (together with such collective bargaining agreements, the “RMT Parent Union Contracts”). RMT Parent has made available to LMC each RMT Parent Union Contract. As of the date hereof, (a) there are no material strikes or lockouts with respect to any Union Employees pending, or to the RMT Parent’s knowledge, threatened in writing, (b) there is no material union organizing effort pending or, to the knowledge of RMT Parent, threatened in writing against RMT Parent or any of its Subsidiaries, (c) there is no material unfair labor practice, labor dispute

(other than routine individual grievances) or labor arbitration proceeding pending or, to the knowledge of RMT Parent, threatened in writing affecting RMT Parent or any of its Subsidiaries and (d) there is no material slowdown, or work stoppage in effect or, to the knowledge of RMT Parent, threatened in writing with respect to RMT Parent or any of its Subsidiaries, including Union Employees. RMT Parent and each of its Subsidiaries conducts, and since January 1, 2013 has conducted, its business, in all material respects, in compliance with all material Applicable Laws with respect to labor relations, employment and employment practices, including occupational safety and health standards.

Section 5.15 Taxes. Except as set forth in Section 5.15 of the RMT Parent Disclosure Letter,

(a) all material Tax Returns required to have been filed by, or with respect to, RMT Parent and its Subsidiaries have been timely filed (taking into account any valid extension of time to file granted or obtained) and all such Tax Returns are true, correct and complete in all material respects;

(b) all material Taxes required to be paid on such Tax Returns have been paid in full or will be timely paid in full;

(c) no deficiency or other claim for any material amount of Tax has been asserted or assessed by a Governmental Authority in writing against RMT Parent or any of its Subsidiaries that has not been satisfied by payment, settled or withdrawn;

(d) there are no material Tax liens on RMT Parent or any of its Subsidiaries (other than Permitted Liens);

(e) none of RMT Parent and its Subsidiaries has distributed stock of another Person or had its stock distributed by another Person in a transaction that was intended to be governed in whole or in part by Section 355 of the Code in the two years prior to this Agreement;

(f) none of RMT Parent, Merger Sub and their respective Subsidiaries has taken or agreed to take any action that would (and none of them is aware of any fact, event, agreement, plan or other circumstance that would) prevent either (i) the Merger or (ii) the Spinco Transfer and Distribution from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code or otherwise prevent the Tax-Free Status of the External Transactions;

(g) none of RMT Parent and its Subsidiaries has participated in a “listed transaction” within the meaning of Treasury regulations section 1.6011-4; and

(h) none of RMT Parent and its Subsidiaries is bound by any material agreement or arrangement the primary purpose of which relates to Taxes (other than (i) such an agreement or arrangement exclusively between or among RMT Parent and its Subsidiaries and (ii) the Tax Matters Agreement).

Section 5.16 RMT Parent Material Contracts.

(a) Except as set forth in Section 5.16 of the RMT Parent Disclosure Letter and except for Government Contracts, which are covered in Section 5.22, as of the date of this Agreement, neither RMT Parent nor any of its Subsidiaries are parties to or otherwise bound by or subject to (Contracts of the following types, the "RMT Parent Material Contracts"):

(i) Contracts for the purchase of products or for the receipt of services, the performance of which will extend over a period of one year or more and which involved payments by RMT Parent or any of its Subsidiaries in excess of \$10,000,000 in the aggregate during the calendar year ended December 31, 2015;

(ii) Contracts for the furnishing of products or services by RMT Parent or any of its Subsidiaries, the performance of which will extend over a period of one year or more and which involved payments to RMT Parent or any of its Subsidiaries in excess of \$10,000,000 in the aggregate during the calendar year ended December 31, 2015;

(iii) Contracts concerning the establishment or operation of any material partnership, joint venture or limited liability company (other than any such Contract between RMT Parent or any of its Subsidiaries and another Subsidiary of RMT Parent);

(iv) material lease agreements for parcels of RMT Parent Leased Real Property existing at the date of this Agreement;

(v) Contracts containing (A) a covenant materially restricting the ability of RMT Parent or any of its Subsidiaries to engage in any line of business in any geographic area or to compete with any Person, to market any product or to solicit customers, (B) a provision granting the other party "most favored nation" status or equivalent preferential pricing terms or (C) a provision granting the other party exclusivity or similar rights, other than teaming or similar agreements entered into in the ordinary course of business where the restrictions apply solely to the Contract or pursuit that is the subject matter of the teaming or similar agreement (and any extensions or recompetes in respect thereof) and other than as a result of an OCI clause; or

(vi) indentures, credit agreements, loan agreements and similar instruments pursuant to which RMT Parent or any of its Subsidiaries has or will incur or assume any indebtedness for borrowed money or has or will guarantee or otherwise become liable for any indebtedness of any other Person for borrowed money in excess of \$5,000,000, other than any indentures, credit agreements, loan agreements or similar instruments solely between or among any RMT Parent and any of its Subsidiaries.

(b) RMT Parent has made available to LMC true, complete and correct copies of each RMT Parent Material Contract in effect on the date of this Agreement. Each RMT Parent Material Contract is valid and binding on RMT Parent or its Subsidiaries, as applicable, and, to the knowledge of RMT Parent, the counterparty thereto, and is in full force and effect, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Applicable Laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity). Neither RMT Parent nor any of its Subsidiaries is in material breach of, or material default under, any RMT Parent Material Contract to which it is a party.

Section 5.17 Environmental Matters.

(a) Except as disclosed on Section 5.17 of the RMT Parent Disclosure Letter, the business of RMT Parent and its Subsidiaries is in material compliance with all applicable Environmental Laws and has obtained all Environmental Permits that are necessary to conduct its business or to own, lease or operate its facilities, except where such noncompliance or failure to have obtained all such Environmental Permits has not had, or would not reasonably be expected to have, individually or in the aggregate, an RMT Parent Material Adverse Effect.

(b) Notwithstanding anything in this Agreement to the contrary, the representations and warranties contained in Section 5.05, and, as such relates to occupational health and safety standards, Section 5.14, and in this Section 5.17, are the only representations and warranties being made by RMT Parent in this Agreement with respect to compliance with or Liability under Environmental Laws or Environmental Permits or with respect to any environmental, health or safety matter related in any way to the businesses of RMT Parent and its Subsidiaries, the RMT Parent Leased Real Property or the RMT Parent Owned Real Property.

Section 5.18 No Stockholder Rights Plan; No Anti-Takeover Law.

As of the date of this Agreement, there is no stockholder rights plan, “poison pill,” anti-takeover plan or other similar device in effect to which RMT Parent or any of its Subsidiaries is a party or otherwise is bound. The Contemplated Transactions are and, as of the Closing, shall be exempt from any such stockholder rights plan, “poison pill,” anti-takeover plan or other similar device adopted prior to the Closing to which RMT Parent or any of its Subsidiaries is a party or otherwise is bound. No “fair price,” “moratorium,” “control share acquisition,” “business combination,” “interested stockholder,” “stockholder protection” or other similar anti-takeover law applicable to RMT Parent or Merger Sub enacted under Applicable Law applies to this Agreement, the Merger or any other Contemplated Transactions.

Section 5.19 Operations of Merger Sub.

Merger Sub was newly formed solely for the purpose of engaging in the transactions contemplated by this Agreement and at no time prior to the Merger Effective Time will Merger Sub have conducted any business activity or other operations of any kind other than those necessary to consummate the Merger as contemplated by this Agreement.

Section 5.20 Opinion of Financial Advisor.

The RMT Parent Board has received a written opinion (or an oral opinion to be confirmed in writing) of Citigroup Global Markets Inc., dated on or about the date of this Agreement, as to the fairness, from a financial point of view and as of the date of the opinion, of the Exchange Ratio to RMT Parent.

Section 5.21 Brokers.

Except for Citigroup Global Markets Inc., no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Contemplated Transactions based upon arrangements made by or on behalf of RMT Parent or any of its Subsidiaries. RMT Parent shall be solely responsible for the fees and expenses of Citigroup Global Markets Inc.

Section 5.22 Government Contracts. With respect to Government Contracts, Government Bids and Teaming Agreements of RMT Parent and its Subsidiaries:

(a) Except as set forth in Section 5.22(a) of the RMT Parent Disclosure Letter, the RMT Parent Entities are not parties to or otherwise bound by or subject to (it being understood that Government Contracts or Government Bids the disclosure of or reference to which is prohibited by NISPOM or the comparable regulations of other Governmental Authorities are not required to be listed on Section 5.22 of the RMT Parent Disclosure Letter):

(i) any Current Government Contract where the aggregate revenues during the calendar year ended December 31, 2015 were in excess of \$30,000,000;

(ii) any material Government Bid for which an award has not been issued where the anticipated annual revenues will be in excess of \$30,000,000; or

(iii) any material Teaming Agreement.

(b) Each Current Government Contract is in full force and effect and constitutes a legal, valid and binding agreement, enforceable in accordance with its terms. To the Knowledge of RMT Parent, each Current Government Contract was awarded in compliance with Applicable Law. RMT Parent has not received written notice that any Current Government Contract or Government Bid is the subject of protest proceedings.

(c) Except as set forth in Section 5.22(c) of the RMT Parent Disclosure Letter, and solely to the extent relating to the business of RMT Parent and its Subsidiaries (i) since January 1, 2013, RMT Parent and its Subsidiaries have complied and are in compliance in all material respects with all contract terms, conditions, provisions, and requirements (whether stated or incorporated expressly, by reference, or by operation of law) and all requirements of Applicable Law pertaining to any Government Contract or Government Bid of RMT Parent or its Subsidiaries; (ii) since January 1, 2013, all representations, certifications and statements made, executed, acknowledged or submitted, in each case in writing, to a Governmental Authority in connection with a Government Contract or Government Bid were materially current, accurate and complete as of their respective effective dates; (iii) neither the U.S. Government nor any prime contractor, subcontractor or other Person has notified RMT Parent or any of its Subsidiaries in writing that RMT Parent or its applicable Subsidiary has breached or violated any Applicable Law or contract term, condition, provisions, or requirement pertaining to such Current Government Contract that would reasonably be expected to adversely and materially affect (A) the collectability of any receivable or (B) the award of Government Contracts in the future; and (iv) no termination for default, or cure notice or show cause notice, is currently in effect or, to RMT Parent's knowledge, currently threatened pertaining to any Current Government Contract, and, to RMT Parent's knowledge, there is no fact or circumstance that is reasonably likely to give rise to a termination for default of any Current Government Contract.

(d) Except as set forth in Section 5.22(d) of the RMT Parent Disclosure Letter, none of RMT Parent's Principals (as defined in FAR 52.209-5) with respect to the Government Contracts or Government Bids is or during the last three years has been (i) debarred, suspended or excluded from participation in, or the award of, Government Contracts or doing business with any Governmental Authority, (ii) the subject of a finding of material non-compliance, non-responsibility or ineligibility for government contracting or for any reason is listed on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs or (iii) currently proposed for, or has been subject to suspension, debarment or exclusion proceedings or threatened suspension, debarment or exclusion proceedings.

(e) Except as set forth in Section 5.22(e) of the RMT Parent Disclosure Letter, there are (i) no outstanding claims, contract disputes for which the amount in dispute exceeds \$500,000, or requests for equitable adjustment against any RMT Parent or its Subsidiaries by any Governmental Authority or by any prime contractor, higher or lower tier subcontractor, vendor or other third party arising under or relating to any Government Contract and (ii) no outstanding material disputes with respect to the business of RMT Parent or its Subsidiaries between any RMT Parent Entity on the one hand, and a Governmental Authority on the other hand, under the Contract Disputes Act or between any RMT Parent Entity on the one hand, and any prime contractor, higher or lower tier subcontractor, vendor or other third party on the other hand, arising under or relating to any such Government Contract or Government Bid.

(f) The cost accounting systems and business systems (as defined in Defense Federal Acquisition Regulation Supplement 242.7001 & 252.242-7005) used by RMT Parent and its Subsidiaries and the associated entries reflected in the financial and business records of RMT Parent and its Subsidiaries with respect to Government Contracts and Government Bids are (and since January 1, 2013 have been) in compliance in all material respects with Applicable Law, and (i) business systems have been approved, where applicable, by the Defense Contract Management Agency as adequate for accumulating and billing costs under and otherwise for complying with Government Contracts, to the extent evaluated, and (ii) to the Knowledge of RMT Parent, such cost accounting systems are adequate to meet the standards promulgated by the Cost Accounting Standards Board required for complying with the terms and conditions of the Government Contracts and Applicable Law.

(g) Except as set forth in Section 5.22(g) of the RMT Parent Disclosure Letter, as of the date of this Agreement, (i) to the knowledge of RMT Parent, there are no pending administrative, civil or criminal investigations, audits, civil investigation demands, subpoenas or indictments by any Governmental Authority concerning RMT Parent's or any other RMT Parent Entity's Government Contracts. Except as set forth in Section 5.22(g) of the RMT Parent Disclosure Letter, and except where it has not had, or would not reasonably be expected to have an RMT Parent Material Adverse Effect, during the past six years, neither RMT Parent, nor, to the Knowledge of RMT Parent, any of its personnel (i) has made any disclosure to any Governmental Authority pursuant to any voluntary disclosure agreement or the FAR mandatory disclosure provisions (FAR 9.406-22(b)(1)(vi), 9.407-2(a)(8) & 52.203-13) in connection with any Government Contract or Government Bid, (ii) has received credible evidence of a violation

of federal criminal law involving the fraud, conflict of interest, bribery, or gratuity provisions found in Title 18 of the U.S. Code, a violation of the civil False Claims Act, or a significant overpayment, in connection with the award, performance, or closeout of any Government Contract or receiving a Government Contract as a result of a Government Bid, or (iii) has initiated any formal internal investigation into such matter or possible matter.

(h) Except as set forth in Section 5.22(h) of the RMT Parent Disclosure Letter, RMT Parent has not received during the past three years, written notice of any government past performance evaluations or ratings of less than satisfactory in the Contractor Performance Assessment Reporting System in connection with the Government Contracts.

(i) Except as set forth in Section 5.22(i) of the RMT Parent Disclosure Letter, each of RMT Parent and its Subsidiaries has in the past three years received a rating of satisfactory or better and complied in all material respects with all applicable requirements relating to the safeguarding of and access to classified information, including those specified in the National Industrial Security Program Operating Manual. No notice of revocation, suspension or invalidation from the Defense Security Service or any other Governmental Authority has been issued as of the date hereof and remains unresolved with respect to any such facility security clearance and, to the Knowledge of RMT Parent, no event, condition or omission has occurred or exists that would constitute grounds for such action or notice.

Section 5.23 International Trade Laws and Regulations.

(a) Since January 1, 2013, RMT Parent and its Subsidiaries have been and are currently in compliance in all material respects with all International Trade Laws and Regulations, have not engaged in any transactions, or otherwise dealt with any country, or other Person with whom United States Persons are prohibited from dealing under applicable International Trade Laws and Regulations, and have not participated directly or indirectly in any boycotts or other similar practices in violation of International Trade Laws and Regulations, and there are no Proceedings pending or, to the knowledge of RMT Parent, threatened between any RMT Parent Entity and any Governmental Authority under any of the International Trade Laws and Regulations that would reasonably be expected to have an RMT Parent Material Adverse Effect or would reasonably be expected to prevent or materially delay the consummation by RMT Parent of the Contemplated Transactions.

(b) RMT Parent has been and is registered with the Directorate of Defense Trade Controls, United States Department of State, as an entity that engages in the United States in the business of either manufacturing or exporting "defense articles" or furnishing "defense services," as those terms are defined in the ITAR, in connection with the operation of its business. Except as would not reasonably be expected to have an RMT Parent Material Adverse Effect, neither RMT Parent nor any of its Subsidiaries has manufactured "defense articles," exported "defense articles" or furnished "defense services" or "technical data" to foreign nationals in the U.S. or abroad, as those terms are defined in 22 C.F.R. part 120, except pursuant to a valid license or other valid legal authorization and otherwise in accordance with Applicable Law.

(c) No RMT Parent Entity or Representative of an RMT Parent Entity has offered or given, and RMT Parent has no knowledge of any Person that has offered or given on its behalf, anything of value to (a) any official, member, employer or customer of a Governmental Authority, any political party or official thereof, or any candidate for political office, (b) any customer or member of the government or (c) any other Person, in any such case while knowing or having reason to know that all or a portion of such money or thing of value may be offered, given or promised, directly or indirectly, to any customer, member of the government or candidate for political office, in each case in violation of the FCPA, laws and regulations by other countries implementing the OECD Convention on Combating Bribery of Foreign Officials or other Applicable Laws of similar effect.

Section 5.24 Disclaimer of RMT Parent and Merger Sub.

(a) EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE V OR IN THE OTHER TRANSACTION DOCUMENTS, NONE OF RMT PARENT, MERGER SUB OR THEIR RESPECTIVE REPRESENTATIVES MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE CONTEMPLATED TRANSACTIONS OR ANY OF THEIR BUSINESSES OR THEIR SUBSIDIARIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE IV OR IN THE OTHER TRANSACTION DOCUMENTS, RMT PARENT, MERGER SUB AND THEIR RESPECTIVE REPRESENTATIVES HAVE NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO (I) MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE AND ALL OTHER WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE (OR SIMILAR LAWS), (II) THE OPERATION OF THEIR BUSINESSES AFTER THE CLOSING OR (III) THE PROBABLE SUCCESS, PROFITABILITY OR PROSPECTS OF THEIR BUSINESSES AFTER THE CLOSING AND ANY SUCH REPRESENTATION OR WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

(b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE OTHER TRANSACTION DOCUMENTS, NONE OF RMT PARENT, MERGER SUB, OR THEIR RESPECTIVE REPRESENTATIVES WILL HAVE OR BE SUBJECT TO ANY LIABILITY OR INDEMNIFICATION OBLIGATION TO LMC, SPINCO OR THEIR REPRESENTATIVES OR TO ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO LMC, SPINCO, OR THEIR REPRESENTATIVES, OR LMC'S, SPINCO'S OR THEIR REPRESENTATIVES' USE OF, ANY INFORMATION RELATING TO THE BUSINESSES OF RMT PARENT AND ITS SUBSIDIARIES, INCLUDING ANY INFORMATION, DOCUMENTS, PROJECTIONS, FORECASTS, BUSINESS PLANS, OFFERING MATERIALS OR OTHER MATERIAL MADE AVAILABLE TO LMC OR ITS REPRESENTATIVES OR POTENTIAL FINANCING SOURCES, WHETHER ORALLY OR IN WRITING, IN CERTAIN "DATA ROOMS," MANAGEMENT PRESENTATIONS, FUNCTIONAL "BREAK-OUT" DISCUSSIONS, "EXPERT SESSIONS," SITE TOURS OR VISITS, DILIGENCE CALLS OR MEETINGS, RESPONSES TO QUESTIONS SUBMITTED ON BEHALF OF LMC OR ITS REPRESENTATIVES OR IN ANY OTHER FORM IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS.

ARTICLE VI

CONDUCT OF BUSINESS PENDING THE MERGER

Section 6.01 Conduct of Business by LMC Pending the Merger.

(a) From the date of this Agreement and until the earlier of the Closing Date or the date on which this Agreement is terminated in accordance with Section 9.01, except, (i) as set forth in Section 6.01 of the LMC Disclosure Letter, (ii) for or as contemplated by the Internal Reorganization, the Distribution and the other Contemplated Transactions, (iii) for actions required by Applicable Law, and (iv) as RMT Parent otherwise shall consent to in writing (such consent not to be unreasonably withheld, delayed or conditioned), (A) LMC shall, and shall cause its Subsidiaries to, use reasonable best efforts to conduct the Spinco Business in the ordinary course in all material respects and preserve intact in all material respects the business organization of the Spinco Business, and (B) LMC shall not, and shall cause its Subsidiaries not to, to the extent relating to the Spinco Business, and shall cause the Transferred Subsidiaries not to, in each case, in a manner consistent with the following:

(i) (A) issue, sell, pledge or dispose of, (B) grant a Lien on or permit a Lien to exist on or (C) authorize the issuance, sale, pledge or disposition of, or granting or placing of a Lien on, the LMC JV Interests or any shares of any class of capital stock, or other ownership interests, of any of the Transferred Subsidiaries, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest) of any of the Transferred Subsidiaries or JV Entities;

(ii) (A) sell, pledge or dispose of, (B) grant a Lien on or permit a Lien to exist on or (C) authorize the sale, pledge or disposition of, or granting or placing of a Lien on, any material assets of the Spinco Business, except (1) in the ordinary course of business and consistent with past practice; (2) dispositions of obsolete or worn-out assets that are no longer used or useful in the operation or conduct of the Spinco Business; and (3) Liens that are Permitted Liens;

(iii) amend or restate the articles or certificate of incorporation or bylaws (or similar organizational documents) of any Transferred Subsidiary, other than to change its name;

(iv) adjust, reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any capital stock of a Transferred Subsidiary;

(v) (A) acquire or dispose of (including by merger, consolidation or acquisition of stock or assets or any other business combination) any corporation, partnership, other business organization or any division thereof or (B) make any loans or advances or capital contribution to, or investment in, any Person other than a Transferred Subsidiary, except in each case for bidding joint ventures formed for a specific procurement in the ordinary course of business;

(vi) (A) grant any increase in the base salaries, target bonus opportunity, or other benefits payable by LMC or its Affiliates to any of the Spinco Business Employees, (B) adopt, terminate, accelerate the timing of payments or vesting under, or otherwise materially amend or supplement, any LMC Plan as it relates to any of the Spinco Business Employees, (C) adopt, amend or terminate any LMC Union Contract or (D) enter into or amend any employment, consulting, change in control, retention, severance or termination agreement with any Spinco Business Employee, in each case, other than (1) as required by Applicable Law, (2) as required by any LMC Plan or any LMC Union Contract, each as in effect on the date hereof, (3) grants of equity or equity-based awards pursuant to LMC's equity compensation plans in the ordinary course of business up to an aggregate grant date fair market value of \$25,000,000, or, (4) in the ordinary course of business consistent with the past practices of LMC or its Affiliates (including in the context of new hires or promotions based on job performance or workplace requirements) or (5) to the extent undertaken in connection with the implementation of a program that affects all similarly situated employees of LMC and/or its Affiliates and does not disproportionately increase the compensation and benefits of the Spinco Business Employees relative to such other similarly situated employees;

(vii) waive or remove any material restriction under any LMC Plan;

(viii) change any method of accounting or accounting practice or policy used by LMC as it relates to the Spinco Business, other than such changes as are required by GAAP, Applicable Law or a Governmental Authority;

(ix) (A) terminate, discontinue, close or dispose of any business operation that is part of the Spinco Business, or lay off any Spinco Business Employees (other than layoffs of less than 50 employees at any individual location in any six month period in the ordinary course of business consistent with past practice); or (B) transfer internally or otherwise alter the duties and responsibilities of any individual, including any employee of LMC and its Affiliates, in a manner that would affect whether such individual is or is not classified as a Spinco Business Employee, except, in each case, to the extent contemplated or required by the Employee Matters Agreement;

(x) other than in the ordinary course of business and consistent with past practice or as required by Applicable Law, (A) make any change (or file any such change) in any method of Tax accounting or any annual Tax accounting period, (B) make, change or rescind any Tax election, (C) settle or compromise any Tax liability or consent to any claim or assessment relating to Taxes, (D) file any amended Tax Return or claim for refund, (E) enter into any closing agreement relating to Taxes (other than a closing agreement described in Section 3(a) of the Tax Matters Agreement) or (F) waive or extend the statute of limitations in respect of Taxes, in each case, to the extent that doing so would reasonably be expected to result in a material incremental cost to Spinco or RMT Parent or any of the Transferred Subsidiaries;

(xi) pay, discharge or satisfy any claim, liability or obligation (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the ordinary course of business and consistent with

past practice, of liabilities reflected or reserved against in the Spinco Financial Statements or Spinco Audited Financial Statements or subsequently incurred in the ordinary course of business and consistent with past practice, unless such payment, discharge or satisfaction does not impose any payment obligations on a Spinco Company following the Cut-Off Time and otherwise would not restrict the operation of the Spinco Business following the Merger Effective Time;

(xii) incur, guarantee or assume or otherwise become responsible for any indebtedness for borrowed money other than (A) indebtedness solely between or among LMC Entities that will be repaid prior to the Distribution, (B) the Spinco Debt, (C) indebtedness solely between or among any of the Transferred Subsidiaries and (D) letters of credit or similar arrangements entered into in the ordinary course of business consistent with past practice;

(xiii) commence or settle any Proceeding other than in the ordinary course of business and consistent with past practice;

(xiv) other than in the ordinary course of business and consistent with past practice materially amend (other than an extension), cancel or terminate any Spinco Material Contract, IP License, material Government Contracts, or any Government Bid;

(xv) (A) abandon, disclaim, sell, assign or grant any security interest in, to or under any material Spinco Intellectual Property, including failing to perform or cause to be performed all applicable filings, recordings and other acts, or to pay or cause to be paid all required fees and Taxes, to maintain and protect its interest in any material Spinco Intellectual Property, (B) grant to any third party any exclusive license, or enter into any covenant not to sue, or (C) disclose to any Person any material trade secret or confidential Data that would constitute a Transferred Asset, with respect to any (y) material Licensed Intellectual Property as it relates to the Spinco Business or (z) material Transferred Intellectual Property, in each case, except in the ordinary course of business and consistent with past practice;

(xvi) fail to maintain (with insurance companies substantially as financially responsible as their existing insurers) insurance in at least such amounts and against at least such risks and losses as are consistent in all material respects with the past practice of the Spinco Business, except to the extent such actions affect similarly situated businesses of LMC and its Subsidiaries and do not disproportionately affect the Spinco Business;

(xvii) adopt a plan or agreement of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other material reorganization; or

(xviii) enter into any agreement to do any of the foregoing.

(b) From the date of this Agreement until the Distribution, LMC shall cause each of the Transferred Subsidiaries to (i) prepare and timely file all Tax Returns that it is required to file, (ii) timely pay all Taxes shown to be due and payable on such Tax Returns and (iii) promptly notify RMT Parent of any notice of any material Proceeding or audit in respect of any Tax matters (or any significant developments with respect to ongoing Proceedings or audits in respect of such Tax matters) affecting a Transferred Subsidiary.

Section 6.02 Conduct of Business by RMT Parent Pending the Merger.

(a) From the date of this Agreement and until the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Section 9.01, except, (i) as set forth in Section 6.02 of the RMT Parent Disclosure Letter, (ii) for the Contemplated Transactions, (iii) for actions required by Applicable Law, and (iv) as LMC otherwise shall consent to in writing (such consent not to be unreasonably withheld, delayed or conditioned), (A) RMT Parent shall, and shall cause its Subsidiaries to, use reasonable best efforts to conduct its and their businesses in the ordinary course in all material respects and preserve intact in all material respects the business organization of their businesses, and (B) RMT Parent shall not, and shall cause its Subsidiaries not to:

(i) (A) issue, sell, pledge or dispose of, (B) grant a Lien on or permit a Lien to exist on or (C) authorize the issuance, sale, pledge or disposition of, or granting or placing of a Lien on, any shares of any class of capital stock, or other ownership interests, of RMT Parent or any of its Subsidiaries, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest) of RMT Parent or any of its Subsidiaries, other than, as applicable, (1) any such transaction by a directly or indirectly wholly owned Subsidiary of RMT Parent which remains a directly or indirectly wholly owned Subsidiary of RMT Parent after consummation of such transaction, (2) upon the exercise or settlement of, or as otherwise required by, any RMT Parent Stock Awards granted pursuant to the RMT Parent Stock Plans outstanding on the date of this Agreement and in accordance with their terms in effect on the date of this Agreement or thereafter granted in the ordinary course of business or (3) pursuant to the RMT Parent Share Issuance;

(ii) (A) sell, pledge or dispose of, (B) grant a Lien on or permit a Lien to exist on or (C) authorize the sale, pledge or disposition of, or granting or placing of a Lien on, any material assets of the businesses of RMT Parent and its Subsidiaries, except (1) in the ordinary course of business and consistent with past practice, (2) dispositions of obsolete or worn-out assets that are no longer used or useful in the operation or conduct of the business of RMT Parent or its Subsidiaries, (3) Liens that are Permitted Liens and (4) Liens securing indebtedness that would not be prohibited by Section 6.02(a)(ix);

(iii) amend or restate the articles or certificate of incorporation or bylaws (or similar organizational documents) of RMT Parent or any of its material Subsidiaries (other than immaterial amendments to any such RMT Parent Subsidiary organizational documents);

(iv) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock or property, with respect to any of its capital stock except for (A) the declaration and payment of regular quarterly cash dividends not in excess of \$0.32 per share in respect of RMT Parent Common Stock, (B) dividends or distributions by any directly or indirectly wholly owned Subsidiary of RMT Parent, and (C) the RMT Parent Special Dividend;

(v) (A) acquire or dispose of (including by merger, consolidation or acquisition of stock or assets or any other business combination) any corporation, partnership, other business organization or any division thereof, other than acquisitions not exceeding \$25,000,000 in the aggregate and dispositions not exceeding \$25,000,000 in the aggregate; or (B) make any loans or advances or capital contribution to, or investment in, any Person other than RMT Parent or a Subsidiary of RMT Parent, except in each case for bidding joint ventures formed for a specific procurement in the ordinary course of business;

(vi) (A) grant any increase in the base salaries, target bonus opportunity, or other benefits payable by RMT Parent or its Subsidiaries to any of its employees, (B) adopt, terminate, accelerate the timing of payments or vesting under, or otherwise materially amend or supplement, any RMT Parent Plans or (C) enter into or amend any employment, consulting, change in control, retention, severance or termination agreement with any RMT Parent Employee, in each case, other than (1) as required by Applicable Law, (2) as required by any RMT Parent Plan or RMT Parent Union Contract, each as in effect on the date hereof, (3) grants of equity or equity-based awards pursuant to RMT Parent's equity compensation plans in the ordinary course of business up to an aggregate grant date fair market value of \$45,000,000, (4) in the ordinary course of business consistent with the past practices of RMT Parent or its Subsidiaries (including in the context of new hires or promotions based on job performance or workplace requirements) or (5) to the extent undertaken in connection with the implementation of a program that affects all similarly situated employees of RMT Parent and/or its Subsidiaries;

(vii) change any method of accounting or accounting practice or policy used by RMT Parent as it relates to the businesses of RMT Parent and its Subsidiaries, other than such changes as are required by GAAP, Applicable Law or a Governmental Authority;

(viii) other than in the ordinary course of business and consistent with past practice or as required by Applicable Law, (A) make any change (or file any such change) in any method of Tax accounting or any annual Tax accounting period, (B) make, change or rescind any Tax election, (C) settle or compromise any Tax liability or consent to any claim or assessment relating to Taxes, (D) file any amended Tax Return or claim for refund, (E) enter into any closing agreement relating to Taxes or (F) waive or extend the statute of limitations in respect of Taxes, in each case, to the extent that doing so would reasonably be expected to result in a material incremental cost to Spinco or RMT Parent or any of its Subsidiaries;

(ix) incur, guarantee or assume or otherwise become responsible for any indebtedness for borrowed money other than (A) indebtedness incurred under RMT Parent's current credit facilities (other than to finance an acquisition of a material

business), (B) indebtedness solely between or among RMT Parent and its Subsidiaries, (C) refinancings, replacements, extensions and renewals of existing indebtedness entered into in the ordinary course of business consistent with past practice, (D) indebtedness incurred in connection with the Contemplated Transactions, (E) indebtedness incurred to finance the RMT Parent Special Dividend), and (F) letters of credit or similar arrangements entered into in the ordinary course of business consistent with past practice;

(x) commence or settle any Proceeding other than in the ordinary course of business and consistent with past practice;

(xi) other than in the ordinary course of business and consistent with past practice materially amend (other than an extension), cancel or terminate any RMT Parent Material Contract, any RMT Parent License or any material Government Bid for which an award has not been issued;

(xii) (A) abandon, disclaim, sell, assign or grant any security interest in, to or under any material RMT Parent Intellectual Property, including failing to perform or cause to be performed all applicable filings, recordings and other acts, or to pay or cause to be paid all required fees and Taxes, to maintain and protect its interest in any material RMT Parent Intellectual Property or (B) grant to any third party any exclusive license, or enter into any covenant not to sue with respect to any material RMT Parent Intellectual Property, except in the ordinary course of business and consistent with past practice;

(xiii) fail to maintain (with insurance companies substantially as financially responsible as their existing insurers) insurance in at least such amounts and against at least such risks and losses as are consistent in all material respects with the past practice of the businesses of RMT Parent and its Subsidiaries; or

(xiv) enter into any agreement to do any of the foregoing.

(b) From the date of this Agreement until the Merger Effective Time, RMT Parent shall, and shall cause each of its Subsidiaries to, (i) prepare and timely file all Tax Returns that it is required to file, (ii) timely pay all Taxes shown to be due and payable on such Tax Returns and (iii) promptly notify LMC of any notice of any material Proceeding or audit in respect of any Tax matters (or any significant developments with respect to ongoing Proceedings or audits in respect of such Tax matters).

ARTICLE VII

ADDITIONAL COVENANTS AND AGREEMENTS

Section 7.01 Registration Statements; Proxy Statement; Schedule TO; Merger Sub and Spinco Stockholder Approvals.

(a) As promptly as reasonably practicable following the date hereof, to the extent such filings are required by Applicable Law in connection with the transactions contemplated by this Agreement, LMC shall cause to be prepared the audited financial statements contemplated by Section 7.16 and as promptly as practicable after the date such

audited financial statements are delivered to RMT Parent, (i) LMC, Spinco, RMT Parent and Merger Sub shall jointly prepare, and RMT Parent shall file with the SEC, a proxy statement relating to the RMT Parent Stockholder Approval (together with all supplements and amendments thereto, the “Proxy Statement”) and a registration statement on Form S-4 to register under the Securities Act the RMT Parent Share Issuance (together with all supplements and amendments, prospectuses or information statements, the “RMT Parent Registration Statement”), (ii) LMC, Spinco, RMT Parent and Merger Sub shall jointly prepare, and Spinco shall file with the SEC, a registration statement on Form 10 or Form S-1 (if the Distribution is effected in whole as a *pro rata* dividend), on Form S-4 (if the Distribution is effected in whole as an exchange offer) or on a combined Form S-4/S-1 (if the Distribution is effected otherwise) to register under the Exchange Act or the Securities Act, as the case may be, the Spinco Common Stock to be distributed in the Distribution (together with all supplements and amendments, prospectuses or information statements, the “Spinco Registration Statement” and, together with the RMT Parent Registration Statement, the “Registration Statements”) and (iii) if the Distribution is effected in whole or in part as an exchange offer, LMC shall prepare and file with the SEC, when and as required, a Schedule TO and other filings pursuant to Rule 13e-4 under the Exchange Act (collectively, the “Schedule TO”).

(b) Each of LMC, Spinco, RMT Parent and Merger Sub shall use its reasonable best efforts to have the Registration Statements declared effective under the Exchange Act or the Securities Act, as applicable, as promptly as practicable after such filing, and RMT Parent shall cause the Proxy Statement to be mailed to the holders of RMT Parent Common Stock as promptly as practicable following the date on which the SEC clears (whether orally or in writing) the Proxy Statement and, if required by the SEC as a condition to the mailing of the Proxy Statement, the RMT Parent Registration Statement is declared effective. Each of RMT Parent and LMC shall also take any action required to be taken under any applicable state securities laws or regulations in connection with, in the case of RMT Parent, the RMT Parent Share Issuance and, in the case of LMC, the issuance and distribution of the Spinco Common Stock in the Distribution and, if applicable, the exchange of Spinco Common Stock pursuant to the Exchange Offer. The Parties shall cooperate in preparing and filing with the SEC the Proxy Statement, the Registration Statements, the Schedule TO and any necessary amendments or supplements thereto. RMT Parent and Merger Sub shall furnish all information concerning RMT Parent and the RMT Parent Entities, and LMC and Spinco shall furnish all information concerning LMC, the Spinco Business and the Transferred Subsidiaries as may be reasonably requested by the other Parties in connection with the preparation, filing and distribution of the Proxy Statement, the Registration Statements, the Schedule TO and any necessary amendments or supplements thereto. None of the Proxy Statement, the Registration Statements, the Schedule TO nor any amendment or supplement thereto shall be filed or mailed to stockholders without the written consent of all of the Parties (such consent not to be unreasonably withheld, delayed or conditioned).

(c) The Proxy Statement shall (i) state that the RMT Parent Board has approved this Agreement and the transactions contemplated hereby, and approved the RMT Parent Share Issuance and (ii) subject to Section 7.03(d), include the RMT Parent Recommendation (except to the extent that RMT Parent effects a Change in the RMT Parent Recommendation in accordance with Section 7.03(d)).

(d) Except for, but subject to Section 10.07, ordinary course communications filed pursuant to Rule 425 under the Securities Act and as required by Applicable Law or in connection with a Change in the RMT Parent Recommendation, no amendment or supplement to the Proxy Statement, a Registration Statement or the Schedule TO shall be made without the prior consent of the other Parties (which shall not be unreasonably withheld, conditioned or delayed). RMT Parent and LMC, as applicable, shall advise the other promptly after receiving oral or written notice of (i) the time when a Registration Statement has become effective or any supplement or amendment to the Proxy Statement or a Registration Statement has been filed, (ii) the issuance of any stop order; (iii) the suspension of the qualification for offering or sale in any jurisdiction of the RMT Parent Common Stock issuable in connection with the Merger or the Spinco Common Stock issuable in connection with the Distribution, or (iv) any oral or written request by the SEC for amendment of the Proxy Statement, a Registration Statement or the Schedule TO or SEC comments thereon or requests by the SEC for additional information. RMT Parent and LMC shall promptly provide each other with copies of any written communication from the SEC and summaries of any oral communications with the SEC with respect to the Proxy Statement, the Registration Statements or the Schedule TO and shall cooperate to prepare appropriate responses thereto (and will provide each other with copies of any such responses given to the SEC) and make such modifications to the Proxy Statement, the Registration Statements and the Schedule TO as shall be reasonably appropriate.

(e) If, at any time prior to the Merger Effective Time, any event or circumstance shall be discovered by a Party that should be set forth in an amendment or a supplement to a Registration Statement, the Proxy Statement or the Schedule TO so that any such document would not include any misstatement of a material fact or fail to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, such Party shall promptly inform the other Parties and the Parties shall cause an appropriate amendment or supplement describing such information to be promptly filed with the SEC and, to the extent required by Applicable Law, disseminated to stockholders.

(f) In connection with the filing of the Registration Statements and other SEC filings contemplated hereby, each of LMC and RMT Parent shall use its reasonable best efforts to (i) cooperate with the other to prepare financial statements (including audited, unaudited and pro forma financial statements as required by the SEC and Applicable Law) that comply with the rules and regulations of the SEC to the extent required for SEC filings, including the requirements of Regulation S-X and (ii) provide and make reasonably available upon reasonable notice the senior management employees of LMC or RMT Parent, as the case may be, to discuss the materials prepared and delivered pursuant to this Section 7.01(f).

Section 7.02 RMT Parent Stockholders' Meeting.

RMT Parent shall establish a record date and take all other lawful action to call, give notice of, convene and hold a meeting of its stockholders (the "RMT Parent Stockholders' Meeting") as promptly as practicable following the date on which the SEC clears (whether orally or in writing) the Proxy Statement and, if required by the SEC as a condition to the mailing of the Proxy Statement, the RMT Parent Registration Statement is declared effective, for the purpose of obtaining the RMT Parent Stockholder Approval. RMT Parent agrees that the obligation of RMT Parent to call, give notice of, convene and hold the RMT Parent

Stockholders' Meeting shall not be limited or otherwise affected by (a) the commencement, disclosure, announcement or submission to RMT Parent or its stockholders of any Competing RMT Parent Transaction, or (b) any Change in the RMT Parent Recommendation. Subject to Section 7.03(d), RMT Parent shall solicit from its stockholders proxies in favor of the RMT Parent Stockholder Approval and shall take all other action reasonably necessary or advisable to secure the RMT Parent Stockholder Approval. RMT Parent agrees that it shall not submit to a vote of the stockholders of RMT Parent any Competing RMT Parent Transaction or Competing RMT Parent Transaction Agreement (in either case, whether or not a Superior Proposal) prior to the vote of RMT Parent's stockholders to obtain the RMT Parent Stockholder Approval.

Section 7.03 No Solicitation of Transactions.

(a) RMT Parent agrees that it will not, nor will it permit any of its Subsidiaries to, and that it will instruct its Representatives not to, directly or indirectly, (i) solicit, initiate or knowingly encourage (including by way of furnishing non-public information), or take any other action to knowingly facilitate, any inquiries or the making of any proposal or offer (including any proposal or offer to RMT Parent's stockholders), with respect to any Competing RMT Parent Transaction, (ii) enter into, maintain, continue or otherwise engage or participate in any discussions or negotiations with any Person or entity in furtherance of such inquiries or to obtain a proposal or offer with respect to a Competing RMT Parent Transaction, (iii) agree to, approve, endorse, recommend or consummate any Competing RMT Parent Transaction, (iv) enter into any Competing RMT Parent Transaction Agreement or (v) resolve, propose or agree, or authorize or permit any Representative, to do any of the foregoing. RMT Parent acknowledges and agrees that it shall be responsible for the actions of its Subsidiaries and Representatives. RMT Parent acknowledges and agrees that the taking of any of the actions contemplated by the foregoing clauses (i) through (v) by RMT Parent or any of its Subsidiaries shall be deemed to be a breach by RMT Parent of this Section 7.03(a). RMT Parent acknowledges and agrees that if any of its Representatives takes any actions that, if taken by RMT Parent, would constitute a breach of this Section 7.03, such actions shall be attributed to RMT Parent and RMT Parent shall be responsible. RMT Parent shall, and shall cause its Subsidiaries to, and shall instruct its Representatives to, immediately cease and cause to be terminated all existing discussions or negotiations with any Persons (other than LMC and its Affiliates) conducted prior to the execution of this Agreement by RMT Parent or any of its Subsidiaries or Representatives with respect to a Competing RMT Parent Transaction. RMT Parent shall not, and shall cause its Subsidiaries not to, and RMT Parent shall instruct its Representatives not to, release any third party from, or waive any provision of, any confidentiality or, subject to applicable fiduciary duties under Applicable Law, standstill agreement to which it or one of its Affiliates is a party in connection with a Competing RMT Parent Transaction. RMT Parent shall, and shall cause its Subsidiaries to, promptly request each Person (other than LMC and its Affiliates) that has heretofore executed a confidentiality agreement with RMT Parent or any of its Subsidiaries in connection with such Person's consideration of a Competing RMT Parent Transaction (whether by merger, acquisition of stock or assets or otherwise), to return (or if permitted by the applicable confidentiality agreement, destroy) all information required to be returned (or, if applicable, destroyed) by such Person under the terms of the applicable confidentiality agreement and, if requested by LMC, to enforce such Person's obligation to do so.

(b) RMT Parent shall promptly (and in any event within 24 hours after RMT Parent attains knowledge thereof) notify LMC, orally and in writing, after the receipt by RMT Parent or any of its Representatives of any proposal, inquiry, offer or request (or any amendment thereto) with respect to a Competing RMT Parent Transaction, including any request for discussions or negotiations and any request for information relating to RMT Parent or any of its Affiliates or for access to the business, properties, assets, books or records of RMT Parent or any of its Affiliates. Such notice shall indicate the identity of the Person making such proposal, inquiry, offer or request and a description of such proposal, inquiry, offer or request, including the terms and conditions (if any) of such proposed Competing RMT Parent Transaction, and RMT Parent shall promptly (and in any event within 24 hours after receipt by RMT Parent) provide to LMC copies of any written materials received by RMT Parent in connection with any of the foregoing. RMT Parent agrees that it shall keep LMC reasonably informed of the status and material details of (including discussions with respect to or amendments or proposed amendments to) (i) any such proposal, inquiry, offer or request and (ii) any information requested of or provided by RMT Parent pursuant to Section 7.03(c). RMT Parent shall provide LMC with at least 48 hours prior notice of any meeting of the RMT Parent Board at which the RMT Parent Board is reasonably expected to consider any proposal, inquiry, offer or request with respect thereto (or any lesser advance notice otherwise provided to members of the RMT Parent Board in respect of such meeting). RMT Parent agrees that it shall substantially simultaneously provide to LMC any non-public information concerning RMT Parent that may be made available pursuant to Section 7.03(c) to any other Person in response to any such proposal, inquiry, offer or request (or any amendment thereto) unless such information has previously been provided or made available by RMT Parent to LMC.

(c) Notwithstanding anything to the contrary in this Section 7.03, at any time prior to the receipt of the RMT Parent Stockholder Approval, RMT Parent may furnish information to, and enter into discussions and negotiations with, a Person who has made an unsolicited, written, bona fide proposal or offer with respect to a Competing RMT Parent Transaction that did not arise or result from any breach of this Section 7.03 if, prior to furnishing such information and entering into such discussions, the RMT Parent Board has (i) determined, in its good faith judgment (after consulting with a financial advisor of nationally recognized reputation and outside legal counsel) that such proposal or offer constitutes, or is reasonably likely to lead to, a Superior Proposal and has determined, in its good faith judgment (after consulting with outside legal counsel) that the failure to furnish such information to, or enter into such discussions with, the Person who made such proposal or offer would be inconsistent with the RMT Parent Board's fiduciary duties to RMT Parent and/or its stockholders under Applicable Law, (ii) provided written notice to LMC of its intent to furnish information or enter into discussions with such Person at least three Business Days prior to taking the first of any such action with respect to any given Person and (iii) obtained from such Person an Acceptable Confidentiality Agreement (it being understood that an Acceptable Confidentiality Agreement and any related agreements shall not include any provision granting such Person exclusive rights to negotiate with RMT Parent or having the effect of prohibiting RMT Parent from satisfying its obligations under this Agreement) and, immediately upon its execution, delivered to LMC a copy of such Acceptable Confidentiality Agreement.

(d) Except as set forth in this Section 7.03(d), neither the RMT Parent Board nor any committee thereof shall (i) withdraw, qualify, modify, amend or fail to make, or propose

publicly to withdraw, qualify, modify or amend the RMT Parent Recommendation, (ii) make any public statement or take any action inconsistent with the RMT Parent Recommendation or (iii) approve or adopt, or recommend the approval or adoption of, or publicly propose to approve or adopt, any Competing RMT Parent Transaction (any of the actions described in (i), (ii) or (iii), a “Change in the RMT Parent Recommendation”). Notwithstanding the foregoing:

(i) the RMT Parent Board may make a Change in the RMT Parent Recommendation if (A) other than in connection with or as a result of the making of a Competing RMT Parent Transaction, a material development or change in circumstances that was not known or reasonably foreseeable (or if known or reasonably foreseeable, the probability or magnitude of consequences of which were not known or reasonably foreseeable) to the RMT Parent Board on the date of this Agreement occurs or arises after the date of this Agreement, which material development or change in circumstances becomes known to the RMT Parent Board prior to the RMT Parent Stockholders’ Meeting (such material development or change in circumstances being referred to as an “Intervening Event” (it being understood that in no event shall (i) any action taken by any Party pursuant to and in compliance with the affirmative covenants set forth in Article VI, or any action taken or omitted with the consent of RMT Parent (in the case of actions taken or omitted by LMC or Spinco) or any action taken or omitted by RMT Parent, and the consequences of any such action or omission, or (ii) the receipt, existence of or terms of a Competing RMT Parent Transaction constitute an Intervening Event), (B) the RMT Parent Board determines in its good faith judgment, after consulting with its outside legal counsel, that an Intervening Event has occurred; (C) the RMT Parent Board does not effect, or cause RMT Parent to effect, a Change in the RMT Parent Recommendation at any time within three business days after LMC receives written notice from RMT Parent that the RMT Parent Board has determined that an Intervening Event requires the RMT Parent Board to effect, or cause RMT Parent to effect, a Change in the RMT Parent Recommendation (provided, a new notice shall be required with respect to any change in circumstances and a new notice period of three business days shall begin); (D) during such applicable period, if requested by LMC, RMT Parent engages in good faith negotiations, and directs its financial advisors and outside legal advisors to, engage in good faith negotiations, with LMC to amend this Agreement in such a manner that obviates the need for the RMT Parent Board to effect, or cause RMT Parent to effect, a Change in the RMT Parent Recommendation as a result of such Intervening Event; and (E) the RMT Parent Board determines in good faith, after having consulted with its outside legal counsel, that, in light of such Intervening Event, a failure to make a Change in the RMT Parent Recommendation would be inconsistent with the RMT Parent Board’s fiduciary duties to RMT Parent or its stockholders under Applicable Law; or

(ii) if at any time prior to the receipt of the RMT Parent Stockholder Approval and in response to the receipt of an offer or proposal with respect to a Competing RMT Parent Transaction that did not arise or result from any breach of this Section 7.03, the RMT Parent Board determines in its good faith judgment (after consulting with a financial advisor of nationally recognized reputation and outside legal counsel), that such offer or proposal constitutes a Superior Proposal and determines in its good faith judgment (after consulting with outside legal counsel) that the failure by the RMT Parent Board to make a Change in the RMT Parent Recommendation with respect

to such Superior Proposal would be inconsistent with its fiduciary duties to RMT Parent and its stockholders under Applicable Law, the RMT Parent Board may, with respect to such Superior Proposal, make a Change in the RMT Parent Recommendation; provided, however, that the RMT Parent Board shall not be entitled to exercise its right to make a Change in the RMT Parent Recommendation pursuant to this Section 7.03(d)(ii) unless:

(1) RMT Parent has provided written notice to LMC (a "Notice of Superior Proposal") advising LMC that the RMT Parent Board has received a Superior Proposal promptly after the RMT Parent Board determines it has received a Superior Proposal, stating that the RMT Parent Board intends to make a Change in the RMT Parent Recommendation describing the terms and conditions of such Superior Proposal; and

(2) LMC does not, within five Business Days of receipt of the Notice of Superior Proposal (the "Notice Period"), make an offer or proposal to revise the terms of this Agreement (any such offer, a "Revised Transaction Proposal") in a manner that the RMT Parent Board determines in its good faith judgment, after consulting with a financial advisor of nationally recognized reputation and outside legal counsel, to be at least as favorable to RMT Parent's stockholders as such Superior Proposal; provided, however, that, during the Notice Period, RMT Parent shall negotiate in good faith with LMC (to the extent LMC desires to negotiate) regarding any Revised Transaction Proposal; provided, further, that any amendment to the terms of such Superior Proposal during the Notice Period shall require a new written notice of the terms of such amended Superior Proposal from RMT Parent and an additional three Business Day Notice Period that satisfies this Section 7.03(d)(ii)(2), including with respect to RMT Parent's obligations to negotiate in good faith with LMC.

(e) Any disclosure that the RMT Parent Board may be compelled to make with respect to the receipt of a proposal or offer with respect to a Competing RMT Parent Transaction or otherwise consistent with its fiduciary duties to RMT Parent and its stockholders under Applicable Law or Rule 14d-9 or with Rule 14e-2(a) promulgated under the Exchange Act will not constitute a violation of this Section 7.03; provided, however, that neither the RMT Parent Board nor any committee thereof shall make a Change in the RMT Parent Recommendation in connection with such disclosure (it being understood that any "stop, look and listen" communication by or on behalf of RMT Parent pursuant to Rule 14d-9(f) shall not be considered a Change in the RMT Parent Recommendation) unless permitted by Section 7.03(d). Any Change in the RMT Parent Recommendation shall not change the approval of the RMT Parent Board for purposes of causing any state takeover statute or other Applicable Law to be inapplicable to the Contemplated Transactions.

(f) LMC agrees that it will not, nor will it permit any of its Subsidiaries to, and that it will instruct its Representatives not to, directly or indirectly, (i) solicit, initiate or knowingly encourage (including by way of furnishing non-public information), or take any other action to knowingly facilitate, any inquiries or the making of any proposal or offer (including any proposal or offer to LMC's stockholders), with respect to any Competing Spinco Transaction, (ii) enter into, maintain, continue or otherwise engage or participate in any discussions or negotiations with any Person or entity in furtherance of inquiries or to obtain a

proposal or offer with respect to a Competing Spinco Transaction, (iii) agree to, approve, endorse, recommend or consummate any Competing Spinco Transaction or (iv) enter into any Competing Spinco Transaction Agreement. LMC acknowledges and agrees that it shall be responsible for the actions of its Subsidiaries and Representatives. LMC acknowledges and agrees that the taking of any of the actions contemplated by the foregoing clauses (i) through (iv) by LMC or any of its Subsidiaries shall be deemed to be a breach by LMC of this Section 7.03(f). LMC acknowledges and agrees that if any of its Representatives takes any actions that, if taken by LMC, would constitute a breach of this Section 7.03, such actions shall be attributed to LMC and LMC shall be responsible. LMC shall, and shall cause its Subsidiaries to, and shall instruct its Representatives to, immediately cease and cause to be terminated all existing discussions or negotiations with any Persons (other than RMT Parent and its Affiliates) conducted prior to the execution of this Agreement by LMC or any of its Representatives with respect to a Competing Spinco Transaction. LMC shall not, and shall cause its Subsidiaries not to, and LMC shall instruct its Representatives not to, release any third party from, or waive any provision of, any confidentiality or, subject to applicable duties of its directors under Applicable Law, standstill agreement to which it or one of its Affiliates is a party in connection with a Competing Spinco Transaction. LMC shall, and shall cause its Subsidiaries to, promptly request each Person (other than RMT Parent and its Affiliates) that has heretofore executed a confidentiality agreement with LMC or any of its Subsidiaries in connection with such Person's consideration of a Competing Spinco Transaction (whether by merger, acquisition of stock or assets or otherwise), to return (or if permitted by the applicable confidentiality agreement, destroy) all information required to be returned (or, if applicable, destroyed) by such Person under the terms of the applicable confidentiality agreement and, if requested by RMT Parent, to enforce such Person's obligation to do so. LMC shall promptly (and in any event within 24 hours after LMC attains knowledge thereof) notify RMT Parent, orally and in writing, after the receipt by LMC or any of its Representatives of any proposal, inquiry, offer or request (or any amendment thereto) with respect to a Competing Spinco Transaction, including any request for discussions or negotiations and any request for information relating to LMC or any of its Affiliates with respect to the Spinco Business, or for access to the business, properties, assets, books or records of LMC or any of its Affiliates with respect to the Spinco Business. The receipt by LMC of a proposal in respect of a Competing Spinco Transaction shall not in any way or manner alter, hinder or delay LMC or Spinco from satisfying its obligations under this Agreement.

Section 7.04 Access to Information.

(a) From the date of this Agreement until the Closing, upon reasonable notice, LMC shall use its reasonable best efforts to (i) afford RMT Parent and its authorized Representatives reasonable access to the offices, properties and books and records of the Spinco Business; and (ii) furnish to the authorized Representatives of RMT Parent such additional available information regarding the Spinco Business (or copies thereof), as RMT Parent may from time to time reasonably request; provided, that (x) any such access or furnishing of information shall be conducted at RMT Parent's expense, during normal business hours, under the supervision of LMC's personnel and in such a manner as not to interfere significantly with the normal operations of the Spinco Business; (y) all requests for access pursuant to this Section 7.04(a) shall be made in writing and shall be directed to and coordinated with a person or persons designated by LMC in writing; and (z) RMT Parent shall not, and shall cause its Representatives

not to, contact any of the employees, customers, distributors or suppliers of any LMC Entity in connection with, or for the purposes of, the Contemplated Transactions, whether in person or by telephone, mail, or other means of communication, without the specific prior written authorization of LMC. Notwithstanding anything to the contrary in this Agreement, LMC shall not be required to provide any access or disclose any information to RMT Parent or its Representatives if such disclosure could reasonably be expected to (A) jeopardize, or result in a loss or waiver of, any attorney-client or other legal privilege, (B) contravene any Applicable Law, fiduciary or other duty or any agreement or (C) result in the loss of protection of any proprietary information or trade secrets of any LMC Entity. When accessing any of LMC's properties, RMT Parent shall, and shall instruct its Representatives to, comply with all of LMC's safety and security requirements for the applicable property. Notwithstanding anything to the contrary in this Agreement, (I) in no event shall LMC be required to provide any information relating to any Excluded Assets or any Excluded Liabilities; and (II) neither RMT Parent nor any of its Representatives shall be allowed to sample or analyze any soil or groundwater or other environmental media, or any building material, without the prior written consent of LMC, which consent may be withheld in the sole discretion of LMC.

(b) From the date of this Agreement until the Closing, upon reasonable notice, RMT Parent shall use its reasonable best efforts to (i) afford LMC and its authorized Representatives reasonable access to the offices, properties and books and records of RMT Parent and its Subsidiaries; and (ii) furnish to the authorized Representatives of LMC such additional available information regarding RMT Parent and its Subsidiaries (or copies thereof), as LMC may from time to time reasonably request; provided, that (x) any such access or furnishing of information shall be conducted at LMC's expense, during normal business hours, under the supervision of the personnel of RMT Parent or its Subsidiaries and in such a manner as not to interfere significantly with the normal operations of the businesses of RMT Parent and its Subsidiaries; (y) all requests for access pursuant to this Section 7.04(b) shall be made in writing and shall be directed to and coordinated with a person or persons designated by RMT Parent in writing; and (z) LMC shall not, and shall cause its Representatives not to, contact any of the employees, customers, distributors or suppliers of any RMT Parent Entity in connection with the Contemplated Transactions, whether in person or by telephone, mail, or other means of communication, without the specific prior written authorization of RMT Parent. Notwithstanding anything to the contrary in this Agreement, RMT Parent shall not be required to provide any access or disclose any information to LMC or its Representatives if such disclosure could reasonably be expected to (A) jeopardize, or result in a loss or waiver of, any attorney-client or other legal privilege, (B) contravene any Applicable Law, fiduciary or other duty or any agreement or (C) result in the loss of protection of any proprietary information or trade secrets of any RMT Parent Entity. When accessing any of the properties of RMT Parent or its Affiliates, LMC shall, and shall cause its Representatives to, comply with all of RMT Parent's or its Affiliates' safety and security requirements for the applicable property. Notwithstanding anything to the contrary in this Agreement, neither LMC nor any of its Representatives shall be allowed to sample or analyze any soil or groundwater or other environmental media, or any building material, without the prior written consent of RMT Parent, which consent may be withheld in the sole discretion of RMT Parent.

Section 7.05 Directors' and Officers' Indemnification.

(a) The bylaws of the Surviving Corporation shall contain provisions no less favorable with respect to indemnification than are set forth in the bylaws of Spinco, which provisions shall not be amended, repealed or otherwise modified for a period of six years from the Merger Effective Time in any manner that could reasonably be expected to affect adversely the rights thereunder of individuals who, at or prior to the Merger Effective Time, were directors, officers, employees or agents of Spinco, unless such modification shall be required by Applicable Law.

(b) In the event the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of the Surviving Corporation, as the case may be, or at RMT Parent's option, RMT Parent, shall assume the obligations set forth in this Section 7.05.

Section 7.06 Regulatory and Other Authorizations; Notices and Consents.

(a) Each Party shall, and shall cause its Affiliates to, use reasonable commercial efforts to (i) promptly obtain all authorizations, consents, orders and approvals of all Governmental Authorities that may be or become necessary for its execution and delivery of, and the performance of its obligations pursuant to, this Agreement and the other Transaction Documents, (ii) cooperate fully with the other Parties in promptly seeking to obtain all such authorizations, consents, orders and approvals and (iii) provide such other information to any Governmental Authority as such Governmental Authority may reasonably request in connection herewith. Each Party agrees to, and shall cause its respective Affiliates to, make promptly its respective filing, if necessary, pursuant to the HSR Act or any other Antitrust Laws under which filing is required or under which the Parties reasonably mutually determine that filing is advisable with respect to the Contemplated Transactions and to supply as promptly as practicable to the appropriate Governmental Authorities any additional information and documentary material that may be requested pursuant to the HSR Act or any other Antitrust Laws. The Parties shall determine the jurisdictions in which filings will be made under the Antitrust Laws within ten Business Days of the date of this Agreement. Each Party agrees to, and shall cause its respective Affiliates to, make as promptly as practicable its respective filings and notifications, if any, under any other Applicable Law regarding Government Contracts, Government Bids, trade regulation, security clearances or any other relevant matters and to supply as promptly as practicable to the appropriate Governmental Authorities any additional information and documentary material that may be requested pursuant to such other Applicable Laws. RMT Parent shall, and shall cause its Affiliates to, pay all filing or notice fees in connection with the foregoing filings and notifications.

(b) Without limiting the generality of the undertakings of the Parties pursuant to Section 7.06(a), and notwithstanding anything in this Agreement to the contrary, RMT Parent shall, and shall cause each of its Affiliates to, take any and all steps reasonably necessary to avoid or eliminate each and every impediment under the HSR Act or any other Antitrust Laws that may be asserted by any Governmental Authority or any other Person so as to enable the Parties to close the Contemplated Transactions as promptly as practicable, and in any event prior to the Termination Date, including proposing, negotiating, committing to and effecting, by

consent decree, hold separate orders or otherwise, the sale, divestiture or disposition of its assets, properties or businesses or of the assets, properties or businesses to be acquired by it pursuant hereto, and the entrance into such other arrangements, as are necessary or advisable to avoid the entry of, and the commencement of litigation seeking the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order in any Proceeding that otherwise would reasonably be expected to have the effect of materially delaying or preventing the consummation of the Contemplated Transactions; provided that the effectiveness of such sale, divestiture or disposition or entry into such other arrangement may be made contingent on the consummation of the Merger; provided, further, however, that notwithstanding the foregoing, nothing contained in this Agreement shall be construed to require RMT Parent or Merger Sub to (x) institute any legal proceedings against any Governmental Authority or (y) undertake any efforts or to take any action if the taking of such efforts or action is or would reasonably be expected to result, individually or in the aggregate, in a material and adverse effect on the assets, liabilities, business, results of operations or condition (financial or otherwise) of (A) Spinco and the Transferred Subsidiaries, taken as a whole, or of (B) RMT Parent and its Subsidiaries, taken as a whole (each of such actions, a "Burdensome Condition"); and neither LMC, nor Spinco, nor any of their Subsidiaries shall take any action that has the effect of, or agree with any Governmental Authority to, any Burdensome Condition without the prior written consent of RMT Parent. In addition, RMT Parent shall, and shall cause its Affiliates to, use its reasonable best efforts to defend through litigation on the merits any Proceeding by any Person to avoid entry of, or to have vacated or terminated, any decree, order or judgment (whether temporary, preliminary or permanent) that would prevent the Closing prior to the Termination Date. To assist RMT Parent in complying with its obligations under this Section 7.06(b), LMC shall, and shall cause its Affiliates to, enter into agreements or arrangements on terms and conditions reasonably acceptable to RMT Parent to be entered into by any of them prior to the Closing with respect to any matters contemplated by this Section 7.06(b); provided, however, that (i) nothing in this Section 7.06(b) or in any of the Transaction Documents shall require LMC or any of its Affiliates to agree to any sale, divestiture, disposition or other arrangement with respect to any businesses or assets other than the Spinco Business, (ii) the effectiveness of any sale, divestiture or disposition or entry into such other arrangements shall be contingent on the consummation of the Merger and (iii) RMT Parent shall indemnify LMC and its Affiliates for their reasonable and documented out of pocket costs and expenses in providing such assistance.

(c) Each Party shall promptly notify the other Parties of any communication it or any of its Representatives receives from any Governmental Authority relating to the ability to consummate the Contemplated Transactions and permit the other Parties to review in advance any proposed communication by such Party to any Governmental Authority. The Party providing communications for review under the foregoing sentence shall consider, in good faith, the suggestions made by the other Parties. None of the Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation (including any settlement of an investigation), litigation or other inquiry unless it consults with the other Parties in advance and, to the extent permitted by such Governmental Authority, gives the other Parties the opportunity to attend and participate in such meeting. Each Party shall, and shall cause its Representatives to, coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Parties may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods, including under the HSR Act and any other Antitrust Law. Each Party shall, and shall cause its

Representatives to, provide each other with copies of all correspondence, filings or communications between them or any of their respective Representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to this Agreement and the Contemplated Transactions; provided, however, that materials may be redacted (i) to remove references concerning the valuation of the Spinco Business; (ii) as necessary to comply with contractual arrangements or Applicable Law; and (iii) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns; provided, further, that a Party may designate information that it views to be commercially sensitive or competitively sensitive to be viewed only by outside antitrust counsel for the other Parties, and such designation shall be honored by the Parties receiving that information. This Section 7.06(c) shall not apply with respect to the Internal Reorganization.

(d) Each Party agrees that it shall not, and shall cause its Affiliates not to, enter into any transaction, or any agreement to effect any transaction (including any merger, acquisition or other business combination) that could reasonably be expected to make it more difficult, or to increase the time required, to (i) obtain the expiration or termination of the waiting period under the HSR Act or any other Antitrust Law, or under any other Applicable Law, in respect of the Contemplated Transactions, (ii) avoid the entry of, the commencement of litigation seeking the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order that could reasonably be expected to materially delay or prevent the consummation of the Contemplated Transactions or (iii) obtain all authorizations, consents, orders and approvals of Governmental Authorities necessary or reasonably mutually determined as advisable for the consummation of the Contemplated Transactions.

Section 7.07 Release from Financial Support Arrangements.

LMC, Spinco, and RMT Parent shall (and RMT Parent shall cause its Affiliates to) (RMT Parent and its Affiliates, collectively, the “RMT Parent Group”), cooperate and use reasonable best efforts to obtain, in the case of each Financial Support Arrangement set forth on Section 7.07 of the LMC Disclosure Letter, either (a) the unconditional release of each Retained LMC Entity from the Financial Support Arrangements identified in Section 7.07 of the LMC Disclosure Letter from and after the Closing Date, or (b) substitute guarantees or other credit support so that a member of the RMT Parent Group is substituted in place of the Retained LMC Entity that is party to such Financial Support Arrangements, such that LMC or such Retained LMC Entity may terminate such Financial Support Arrangement upon notice, without further obligation to the LMC or such Retained LMC Entity (each of (a) or (b), a “Financial Support Arrangement Release”); provided, however, that any such release or substitution must be effected pursuant to documentation reasonably satisfactory in form and substance to LMC and RMT Parent. From and after the Merger Effective Time, RMT Parent shall not permit any member of the RMT Parent Group to (i) renew or extend the term of or (ii) increase its obligations under, or (iii) transfer to a third party, any loan, contract or other obligation for which a Retained LMC Entity is or would reasonably be expected to be liable under any Financial Support Arrangement. In the event the parties have not, as of the Closing, obtained a Financial Support Arrangement Release with respect to any Financial Support Arrangement, RMT Parent shall, and shall cause a member of the RMT Parent Group to, (x) if requested by LMC, perform such obligations on behalf of such Retained LMC Entity; or (y) otherwise take such action as reasonably requested by LMC so as to put LMC or the applicable Retained LMC Entity in

materially the same position as if RMT Parent, or such member of the RMT Parent Group, and not such Retained LMC Entity, had performed or was performing such obligations. All third party costs and expenses incurred in connection with the release or substitution of such Financial Support Arrangements shall be borne by RMT Parent. From and after the Closing, RMT Parent shall indemnify LMC and its Subsidiaries fully in respect of any and all Damages incurred by such Person to the extent arising from any Financial Support Arrangements from and after the Closing.

Section 7.08 Financing.

(a) RMT Parent shall, and shall cause its Affiliates to, use reasonable best efforts to (i) cause the conditions and comply with the obligations that are set forth in the RMT Commitment Letter applicable to, and within the control of or that require the cooperation of, RMT Parent to be fulfilled (or waived, if deemed advisable by RMT Parent) in a timely fashion in accordance with its terms, (ii) maintain the RMT Commitment Letter in effect until the initial funding of the RMT Financing, (iii) negotiate definitive agreements with respect thereto, on the terms and conditions contained therein (including the “market flex” provisions) or on such other terms that would not be prohibited by clauses (i) through (iv) of Section 7.08(d) (the “RMT Financing Agreements”), and (iv) if all conditions precedent under the RMT Commitment Letter have been satisfied, on the Closing Date, RMT Parent shall cause the RMT Lenders to fund the RMT Financing and RMT Inc. to pay the RMT Parent Special Dividend if all conditions to Closing contained in Sections 8.01 and 8.03 are satisfied or waived (by the applicable party that is the beneficiary of such condition). In the event any funds in the amounts set forth in the RMT Commitment Letter or the RMT Financing Agreements, or any portion thereof, become unavailable on the terms and conditions contemplated in the RMT Commitment Letter or the RMT Financing Agreements, RMT Parent shall, and shall cause its Affiliates to use reasonable best efforts, subject to Section 7.08(d), to obtain promptly any such portion from alternative sources, including on terms materially no less favorable, in the aggregate, to RMT Parent than those set forth in the RMT Commitment Letter (in each case as determined in the reasonable discretion of RMT Parent), in an amount sufficient, when added to the portion of the RMT Financing that is available, to finance the RMT Parent Special Dividend (the “RMT Alternative Financing”) and provide promptly to LMC a copy of any new financing commitment letter and any associated fee letters (the “Alternative RMT Commitment Letter”); provided that the terms of any such RMT Alternative Financing must be consistent with the Tax-Free Status, as reasonably determined by LMC. In the event any RMT Alternative Financing is obtained, any reference in this Agreement to “RMT Financing” shall include “RMT Alternative Financing,” any reference to “RMT Commitment Letter” shall include the “Alternative RMT Commitment Letter,” any reference to “RMT Lenders” shall include the financial institutions providing such RMT Alternative Financing, and any reference to “RMT Financing Agreements” shall include any definitive agreements with respect to the Alternative RMT Commitment Letter, and all obligations of RMT Parent pursuant to this Section 7.08 shall be applicable thereto to the same extent as RMT Parent’s obligations with respect to the RMT Financing. For the avoidance of doubt, if the RMT Financing is available and all conditions to the Closing set forth in Article VIII have been satisfied or waived or will be satisfied or waived at the Closing, RMT Parent shall take all actions within its control necessary to allow RMT Inc. to incur the indebtedness provided under the RMT Financing to consummate the RMT Parent Special Dividend.

(b) LMC shall, and shall cause its Affiliates to, use reasonable best efforts (i) cause the conditions and comply with the obligations that are set forth in the Spinco Commitment Letter applicable to, and within the control of or that require the cooperation of, LMC to be fulfilled (or waived, if deemed advisable by LMC) in a timely fashion in accordance with its terms, (ii) maintain the Spinco Commitment Letter in effect until the initial funding of the Spinco Financing, (iii) negotiate definitive agreements with respect thereto, on the terms and conditions contained therein (including the “market flex” provisions) or on such other terms that would not be prohibited by Section 7.08(e) (the “Spinco Financing Agreements” and, together with the RMT Financing Agreements, the “Financing Agreements”), and (iv) if all conditions precedent under the Spinco Commitment Letter have been satisfied, LMC shall, or shall cause its Affiliates to, cause the Spinco Lenders to fund the Spinco Financing prior to or substantially contemporaneously with the Distribution and pay the Spinco Special Cash Payment if all conditions to Closing contained in Section 8.01 and Section 8.02 are, or, on the Closing Date can be reasonably be expected to be, satisfied or waived (by the applicable party that is the beneficiary of such condition). In the event any funds in the amounts set forth in the Spinco Commitment Letter or the Spinco Financing Agreements, or any portion thereof, become unavailable on the terms and conditions contemplated in the Spinco Commitment Letter or the Spinco Financing Agreements, LMC shall, and shall cause its Affiliates to, in consultation with RMT Parent, use reasonable best efforts to obtain promptly any such portion from alternative sources, on terms acceptable to RMT Parent, in an amount sufficient, when added to the portion of the Spinco Financing that is available, to finance the Spinco Special Cash Payment (the “Spinco Alternative Financing” and, together with any RMT Alternative Financing, the “Alternative Financings” and each, an “Alternative Financing”) and provide promptly to RMT Parent a copy of any new financing commitment letter and any associated fee letters (the “Alternative Spinco Commitment Letter”); provided that the terms of any such Spinco Alternative Financing must be consistent with the Tax-Free Status, as reasonably determined by LMC. In the event Spinco Alternative Financing is obtained, any reference in this Agreement to “Spinco Financing” shall include “Spinco Alternative Financing,” any reference to “Spinco Commitment Letter” shall include the “Alternative Spinco Commitment Letter,” any reference to “Spinco Lenders” shall include the financial institutions providing such Alternative Financing, and any reference to “Spinco Financing Agreements” shall include any definitive agreements with respect to the Alternative Spinco Commitment Letter, and all obligations of LMC pursuant to this Section 7.08 shall be applicable thereto to the same extent as LMC’s obligations with respect to the Spinco Financing. For the avoidance of doubt, if the Spinco Financing is available and all conditions to the Closing set forth in Article VIII have been satisfied or waived or will be satisfied or waived at the Closing, Spinco shall, and LMC shall cause Spinco to, take all actions within its control necessary to cause Spinco to incur the indebtedness provided under the Spinco Commitment Letter to make the Spinco Special Cash Payment.

(c) RMT Parent and LMC shall each give the other prompt written notice (v) of any material breach (or threatened material breach) or default (or any event or circumstance that, with or without notice, lapse of time or both, could reasonably be expected to give rise to any material breach or default) by any party to the Commitment Letters or the Financing Agreements, (w) of the receipt of any written notice of any actual or threatened withdrawal, repudiation or termination of either Financing by any of the Lenders, (x) of the receipt of any written notice of any material dispute or disagreement between or among any of the parties to the Commitment Letters or the Financing Agreements, (y) of any amendment or modification of, or

waiver under, the Commitment Letters or the Financing Agreements or (z) if for any reason either believes in good faith that it or its Affiliates will not be able to timely obtain all or any portion of the RMT Financing or Spinco Financing, as applicable, on the terms and in the manner or from the sources contemplated by the RMT Commitment Letter or the Spinco Commitment Letter, as applicable, or the RMT Financing Agreements or the Spinco Financing Agreements, as applicable. RMT Parent and LMC shall keep one another informed upon reasonable request and in reasonable detail of the status of their efforts to arrange the RMT Financing and the Spinco Financing, as applicable.

(d) Notwithstanding anything to the contrary set forth herein, RMT Parent may amend, modify, replace, waive or change any provision in the RMT Commitment Letter or any of the RMT Financing Agreements; provided that any such amendment, modification, replacement, waiver or change must be consistent with the Tax-Free Status, as reasonably determined by LMC; provided, further that RMT Parent shall not permit or agree to any such amendment, modification, replacement, waiver or change to be made to the RMT Commitment Letter or any of the RMT Financing Agreements without obtaining the prior written consent of LMC, that would (i) change, amend, expand or modify the conditions precedent set forth therein, or impose new or additional conditions, in each case in any manner that would reasonably be expected to prevent or materially delay the consummation of the RMT Financing, (ii) reduce the aggregate cash amount of the RMT Financing such that the aggregate funds that would be available to RMT Parent upon the closing of the RMT Financing would not be sufficient to fund the RMT Parent Special Dividend, (iii) decrease the aggregate cash amount of the RMT Financing as set forth in the RMT Commitment Letter such that such aggregate amount is less than the aggregate cash amount to be funded upon the closing thereof as set forth in the RMT Commitment Letter as of the date hereof, or (iv) amend or modify any other term or provision in a manner that would reasonably be expected to prevent, materially delay or materially impair the ability of RMT Parent and Merger Sub to consummate the transactions contemplated by this Agreement or adversely impact the ability of RMT Parent to enforce its rights against the other parties to the RMT Commitment Letter or any of the RMT Financing Agreements. Notwithstanding anything herein, RMT Parent may modify, supplement or amend the RMT Commitment Letter or any of the RMT Financing Agreements, (x) to add lead arrangers, bookrunners, syndication agents or similar entities that have not executed the RMT Commitment Letter as of the date hereof and (y) to implement or exercise any market flex provisions provided in, the RMT Commitment Letter as in effect as of the date hereof. In such event, the term "RMT Commitment Letter" as used herein shall be deemed to include the new or amended commitment letters entered into in accordance with this Section 7.08(d), and the term "RMT Financing" as used herein shall be deemed to include any substitute financing obtained in accordance with this Section 7.08(d); provided, however, that in the event any portion of the RMT Financing becomes unavailable on the terms and conditions contemplated in the RMT Commitment Letter, the second sentence of Section 7.08(a), and not this Section 7.08(d), shall govern with respect to the terms of any replacement financing to be obtained after any portion of the RMT Financing becomes unavailable as described therein.

(e) Neither Spinco nor LMC shall, nor shall they permit or cause their respective Affiliates to, amend, modify, supplement, replace, waive or change any provision in the Spinco Commitment Letter or any of the Spinco Financing Agreements without the prior written consent of RMT Parent; provided that LMC or its Affiliates may modify, supplement or

amend the Spinco Commitment Letter or any of the Spinco Financing Agreements to implement any market flex exercised by the Spinco Lenders in accordance with the Spinco Commitment Letter as of the date hereof. If RMT Parent so consents or such market flex is exercised, the term “Spinco Commitment Letter” as used herein shall be deemed to include the new commitment letters (or ancillary documents) entered into in accordance with this Section 7.08(e), if applicable, or amendments to the existing Spinco Commitment Letter and the term “Spinco Financing” as used herein shall be deemed to include any substitute financing obtained in accordance with this Section 7.08(e), if applicable, or amendments to the existing Spinco Commitment Letter; provided, however, that in the event any portion of the Spinco Financing becomes unavailable on the terms and conditions contemplated in the Spinco Commitment Letter, the second sentence of Section 7.08(b), and not this Section 7.08(e), shall govern with respect to the terms of any replacement financing to be obtained after any portion of the Spinco Financing becomes unavailable as described therein.

(f) Prior to the closing of the Financings, LMC shall provide or shall cause its Affiliates to provide, and shall use its reasonable best efforts to cause its Representatives (and use reasonable best efforts to cause external auditors) to provide, all reasonable cooperation in connection with the arrangement of the Financings, as may be reasonably requested by RMT Parent, and that is customary in connection with efforts to obtain financing of the type of the Financings, including, as applicable, (i) participating in meetings, drafting sessions, rating agency and roadshow presentations and due diligence sessions upon reasonable notice and at such times and places as are mutually agreed between RMT Parent and LMC, (ii) furnishing RMT Parent and the Lenders with (A) such information regarding the Spinco Business as is customary in connection with the Financings and (B) with respect to the Spinco Business, the following financial statements and other information: (x) financial statements for an acquired business, management’s discussion and analysis of financial condition and results of operations, business and other financial data of the type required by Regulation S-X and Regulation S-K under the Securities Act, and customarily included in offering memoranda, private placement memoranda, prospectuses and similar documents, to consummate a Rule 144A offering of senior unsecured notes (with the exception of a consolidating footnote to the financial statements for guarantors’ and non-guarantors’ financial information, as such information may be expressed in the body of the relevant disclosure document with disclosure customary for a Rule 144A offering), (y) financial information of the Spinco Business necessary for RMT Parent to prepare a pro forma consolidated balance sheet and related pro forma consolidated statement of income as of and for the 12-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days before the closing of the Financings and for such other periods as is required by Article 11 of Regulation S-X under the Securities Act, prepared after giving effect to the transactions contemplated by this Agreement, the Separation Agreement and the Financing Agreements, as of such date and for such periods contemplated by the Securities Act, which need not include adjustments for purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R)) and (z) the financial information required by clause (b) of paragraph 9 of Exhibit C of the Commitment Letters (collectively, the “Required Financial Statements”) and such other customary financial information as reasonably may be requested by RMT Parent to consummate the RMT Financing, (iii) assisting RMT Parent and the financing sources in the marketing and syndication of the Financings and in the preparation of, as applicable, (A) customary offering documents (including

a private placement memorandum, prospectus, offering memorandum or any similar document) for the Financings and (B) materials for rating agency presentations, road show materials, bank information memoranda, lender and investor presentations, credit agreements and bank syndication materials and similar documents required in connection with the Financings, (iv) taking customary corporate actions that are necessary to authorize and cause to occur the consummation of the Financings, (v) providing customary authorization and management representation letters representing that the information provided by LMC for inclusion in any confidential information memorandum or lender presentation does not include material non-public information about LMC and its Subsidiaries, and designating the information provided by LMC for presentation to the Lenders as suitable to be made available to lenders who do not wish to receive material non-public information, (vi) requesting their independent accountants to provide cooperation with the Financings, including requesting their participation in accounting due diligence sessions and agreeing that RMT Parent may use their audit reports relating to Spinco and using reasonable best efforts to assist the Lenders in obtaining auditor comfort letters (including negative assurance) and legal opinions from counsel to LMC or Spinco, (vii) furnishing to RMT Parent and the Lenders such information as may be necessary so that the Required Financial Statements are complete and correct in all material respects and do not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, (viii) assisting with the preparation of any credit or loan agreements and other Financing Agreements, (ix) providing to the Lenders at least three Business Days prior to the closing of the Financings, all documentation and other information about the Spinco Business required by applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act to the extent reasonably requested at least 10 Business Days prior to the anticipated closing of the Financing, and (x) satisfying the conditions precedent set forth in the Spinco Commitment Letter or any definitive documentation relating to each Financing or any Alternative Financing to the extent the satisfaction of such conditions requires the cooperation of or is within the control of LMC or Spinco; provided, that the actions contemplated in the foregoing clause (i) through clause (x) do not (I) unreasonably interfere with the ongoing operations of the Spinco Business, (II) cause any representation or warranty or covenant contained in this Agreement to be breached, (III) require any LMC Entity to pay any out of pocket fees or expenses prior to the Closing that are not required to be promptly reimbursed by RMT Parent as set forth in Section 7.08(g), (IV) involve any binding commitment by any LMC Entity (other than, in the case of Spinco, (x) the Spinco Commitment Letter and the Spinco Financing Agreements, and (y) the execution of customary underwriting or purchase agreements in connection with any bond financing to be entered into at or shortly before the Closing), which commitment is not conditioned on the Closing and does not terminate without Liability to an LMC Entity upon the termination of this Agreement, or (V) require any LMC Entity or any of its Representatives (other than, with respect to the Spinco Commitment Letter, Spinco) to incur any obligations in respect of the Financings until the closing thereof, which shall not occur prior to the Distribution Date.

(g) RMT Parent shall, and shall cause its Affiliates to, (i) promptly upon request by LMC, reimburse LMC for all reasonable out of pocket costs and expenses (including attorneys’ fees) incurred by LMC and its Affiliates in connection with cooperation provided for in Section 7.08(f) (such reimbursement to be made promptly and in any event within three Business Days of delivery of reasonably acceptable documentation evidencing such expenses);

provided, however, that RMT Parent shall not be responsible for reimbursing any such costs and expenses if such costs and expenses would have been incurred by LMC and its Affiliates in the performance of their respective obligations pursuant to other provisions of this Agreement (including Section 7.01 and Section 7.16) and the Separation Agreement; and (ii) indemnify and hold harmless LMC and its Affiliates and Representatives from and against any and all Damages suffered or incurred by them in connection with the arrangement of the Financings, and any information utilized in connection therewith (other than information provided by LMC or its Affiliates), except in instances of gross negligence or willful misconduct on the part of LMC, its Affiliates or Representatives. All non-public or otherwise confidential information regarding the Spinco Business obtained by RMT Parent or its Representatives pursuant to this Section 7.08 shall be kept confidential in accordance with the terms of the Confidentiality Agreement. Notwithstanding any other provision set forth herein or in any other agreement between RMT Parent and LMC (or their respective Affiliates), LMC agrees that RMT Parent and its Affiliates may share customary projections with respect to Spinco and its business with the Lenders identified in the Commitment Letters, and that RMT Parent and its Affiliates and such Lenders may share such information with potential financing sources in connection with any marketing efforts in connection with the Financings; provided, however, that the recipients of such information and any other information contemplated to be provided by LMC or any of its Affiliates pursuant to Section 7.08(f), agree to customary confidentiality arrangements, including “click through” confidentiality agreements and confidentially provisions contained in customary bank books and offering memoranda.

(h) LMC shall, and shall cause its Affiliates to, (i) indemnify and hold harmless RMT Parent and its Affiliates and Representatives from and against any and all Damages suffered or incurred by them in connection with the arrangement of the Financings, and any information utilized in connection therewith (other than information provided by RMT Parent or its Affiliates), except in instances of gross negligence or willful misconduct on the part of RMT Parent, its Affiliates or Representatives. All non-public or otherwise confidential information regarding the business of RMT Parent obtained by LMC or its Representatives pursuant to this Section 7.08 shall be kept confidential in accordance with the terms of the Confidentiality Agreement. Notwithstanding any other provision set forth herein or in any other agreement between RMT Parent and LMC (or their respective Affiliates), RMT Parent agrees that LMC and its Affiliates may share customary projections with respect to RMT Parent and its business with the Lenders identified in the RMT Commitment Letter, and that LMC and its Affiliates and such Lenders may share such information with potential financing sources in connection with any marketing efforts in connection with the Financings; provided, however, that the recipients of such information and any other information contemplated to be provided by RMT Parent or any of its Affiliates pursuant to Section 7.08(l), agree to customary confidentiality arrangements, including “click through” confidentiality agreements and confidentially provisions contained in customary bank books and offering memoranda.

(i) RMT Parent shall reasonably cooperate with LMC in connection with the preparation of all documents and the making of all filings required in connection with the Exchange Offer, including by taking all such other actions, to the extent applicable, as are required of LMC pursuant to Section 7.08(f), which shall, together with Section 7.08(g), apply *mutatis mutandis* with respect to the cooperation by RMT Parent in connection with the Exchange Offer by LMC.

(j) Notwithstanding anything herein to the contrary, if the Spinco Financing is available and all conditions to the Closing set forth in Article VIII have been satisfied or waived or will be satisfied or waived at the closing of the Merger, Spinco shall, and LMC shall cause Spinco to, incur the indebtedness provided under the Spinco Commitment Letter in order to pay the Spinco Special Cash Payment, including by executing and delivering to the Spinco Lenders the Spinco Financing Agreements and related certificates, instruments and documents contemplated thereby, which, in each case, shall be in form and substance satisfactory to RMT Parent.

(k) LMC hereby consents to the use of Spinco's and Spinco's Subsidiaries' logos in connection with the Financings or any Alternative Financing; provided that such logos are used solely in a manner that is not intended or reasonably likely to harm or disparage Spinco or any of its Subsidiaries or the reputation or goodwill of Spinco or any of its Subsidiaries or any of their respective intellectual property rights.

(l) Prior to the closing of the Financings, RMT Parent shall provide or shall cause its Affiliates to provide, and shall use its reasonable best efforts to cause its Representatives (and use reasonable best efforts to cause external auditors) to provide, all reasonable cooperation in connection with the arrangement of the Spinco Financing, as may be reasonably requested by LMC, and that is customary in connection with efforts to obtain financing of the type of the Spinco Financing; provided that the actions contemplated in the foregoing do not (I) unreasonably interfere with the ongoing operations of the business of RMT Parent and its Subsidiaries, (II) cause any representation or warranty or covenant contained in this Agreement to be breached, (III) involve any binding commitment by RMT Parent (other than the execution of customary underwriting or purchase agreements in connection with any bond financing to be entered into contemporaneously with the Closing), which commitment is not conditioned on the Closing and does not terminate without Liability to RMT Parent upon the termination of this Agreement, or (IV) require RMT Parent or any of its Representatives (other than, with respect to the RMT Parent Commitment Letter, RMT Parent) to incur any obligations in respect of the Spinco Financing until the closing thereof, which shall not occur prior to the Closing Date.

Section 7.09 Tax Matters.

(a) From and after the date of this Agreement and until the Merger Effective Time, each Party shall use its reasonable best efforts to ensure the Tax-Free Status of the External Transactions (including reasonably refraining from any action that such party knows, or is reasonably expected to know, is reasonably likely to prevent the Tax-Free Status of the External Transactions and executing such amendments to this Agreement as may be reasonably required in order to obtain the Tax-Free Status of the External Transactions (it being understood that no party will be required to agree to any such amendment that it determines in good faith is reasonably likely to materially adversely affect the value of the Spinco Transfer, Distribution, Parent Cash Distribution or the Merger to such party or its shareholders)), and, notwithstanding any other provision in this Agreement (including Section 6.01(a) and Section 6.02(a)), no party shall take or fail to take, or permit any of its Affiliates to take or fail to take, any action which results or could reasonably be expected to result in Tax treatment that is inconsistent with the Tax-Free Status of the External Transactions.

(b) RMT Parent and LMC shall cooperate, and shall cause their respective Affiliates to cooperate, fully at such time and to the extent reasonably requested by the other party in order for (i) RMT Parent to obtain the RMT Parent Merger Tax Opinion; (ii) LMC to obtain the LMC Tax Opinions, and (iii) any Tax opinions required to be filed with the SEC in connection with the filing of the Registration Statement.

(c) As a condition precedent to the rendering of the RMT Parent Merger Tax Opinion and the LMC Tax Opinions, RMT Parent, LMC and Spinco, and others, if required, shall execute and deliver to LMC Tax Counsel and RMT Parent Tax Counsel the Tax Representation Letters as of (i) the date for filing any Tax opinion required to be filed with the SEC in connection with the filing of the Registration Statement and (ii) the Closing Date; provided, however, that (x) the foregoing does not require that any Person make a representation that they do not believe to be accurate and (y) each of LMC and RMT Parent, respectively, shall be entitled to a reasonable amount of time to provide the other Party with written comments to the Tax Representation Letters in support of the LMC Merger Tax Opinion and the RMT Parent Merger Tax Opinion, respectively.

(d) As of the date hereof, neither LMC nor Spinco has taken or agreed to take any action or knows of any fact, agreement, plan or other circumstance that would prevent, or would reasonably be expected to prevent, it from (i) delivering the Tax Representation Letters in accordance with the terms of Section 7.09(c) or (ii) obtaining the opinions contemplated by Section 8.03(b).

(e) As of the date hereof, RMT Parent has not taken or agreed to take any action and knows of no fact, agreement, plan or other circumstance that would prevent, or would reasonably be expected to prevent, RMT Parent from (i) delivering the Tax Representation Letters in accordance with the terms of Section 7.09(c) or (ii) obtaining the opinion contemplated by Section 8.02(b).

(f) LMC (i) as of the date of this Agreement, does not know and has no reason to believe, that any Spinco Common Stock to be exchanged for RMT Parent Common Stock may not be Qualified Spinco Common Stock; (ii) will use its reasonable best efforts to prevent any Spinco Common Stock to be exchanged for RMT Parent Common Stock from not being Qualified Spinco Common Stock; and (iii) will promptly notify RMT Parent if, before the Merger Effective Time, it knows or has reason to believe that any Spinco Common Stock to be exchanged for RMT Parent Common Stock may not be Qualified Spinco Common Stock.

(g) RMT Parent shall use commercially reasonable efforts to cause a nationally recognized investment bank identified by RMT Parent to deliver to LMC Tax Counsel a copy of a letter dated as of the Closing Date, substantially in the form set forth in Section 7.09(g) of the RMT Parent Disclosure Letter.

(h) LMC shall use commercially reasonable efforts to cause a nationally recognized investment bank identified by LMC to deliver to RMT Parent Tax Counsel a copy of a letter dated as of the Closing Date, substantially in the form set forth in Section 7.09(h) of the LMC Disclosure Letter.

(i) Except as otherwise expressly provided herein, this Agreement shall not govern Tax matters (including any administrative, procedural and related matters thereto), which shall be exclusively governed by the Tax Matters Agreement and the Employee Matters Agreement.

Section 7.10 Separation Agreement.

RMT Parent acknowledges the terms and conditions of the Separation Agreement and the covenants and agreements of the Spinco Companies thereunder. To induce LMC to enter into this Agreement and consummate the Contemplated Transactions, RMT Parent covenants and agrees that, from and after Closing, RMT Parent shall take, and shall cause the Spinco Companies to take, all such actions as may be necessary or appropriate to cause each of the Spinco Companies and each of their successors in interest to comply with each of the covenants and agreements to which the Spinco Companies are subject under the Separation Agreement. To induce RMT Parent to enter into this Agreement and consummate the Contemplated Transactions, LMC covenants and agrees that, prior to the Merger Effective Time, LMC shall take, and shall cause Spinco to take, all such actions as may be necessary to comply with each of the covenants and agreements to which LMC and Spinco are subject under the Separation Agreement.

Section 7.11 Control of Other Party's Business.

Nothing contained in this Agreement shall give LMC or Spinco, directly or indirectly, the right to control or direct any of the operations of RMT Parent prior to the Closing. Nothing contained in this Agreement shall give RMT Parent or Merger Sub, directly or indirectly, the right to control or direct any of the operations of LMC or the Spinco Business prior to the Closing. Prior to the Closing, each of LMC, Spinco, RMT Parent and Merger Sub shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its respective operations.

Section 7.12 Listing of Spinco Shares of RMT Parent Common Stock.

RMT Parent shall use its reasonable best efforts to cause the shares of RMT Parent Common Stock to be issued in the Merger to be approved for listing on the New York Stock Exchange, subject to official notice of issuance, and LMC shall reasonably cooperate with RMT Parent with respect to such listing.

Section 7.13 Section 16 Matters.

Prior to the Merger Effective Time, the Parties shall take all steps as may be required to cause any dispositions of Spinco Common Stock or acquisitions of RMT Parent Common Stock resulting from the Contemplated Transactions by each officer or director who is or will be subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to Spinco or RMT Parent, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 7.14 Confidentiality.

(a) The terms of the Confidentiality Agreement, dated as of November 5, 2015 (the “Confidentiality Agreement”), between LMC and RMT Parent, are hereby incorporated by reference in this Agreement, shall continue in full force and effect until the Closing and shall survive the Closing and remain in full force and effect until their expiration in accordance with the terms of the Confidentiality Agreement; provided, however, that, upon the Closing, the confidentiality obligations of RMT Parent contained in the Confidentiality Agreement shall terminate in respect of that portion of the Evaluation Material (as defined in the Confidentiality Agreement) exclusively relating to the Spinco Business. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement shall nonetheless continue in full force and effect in accordance with its terms.

(b) Nothing provided to RMT Parent or LMC or their respective Representatives pursuant to Section 7.04 shall in any way amend or diminish the Parties’ obligations under the Confidentiality Agreement. Each of RMT Parent and LMC acknowledges and agrees that any Evaluation Material made available to such Party or its Representatives pursuant to Section 7.04 or otherwise by the other Party or any of its Representatives shall be subject to the terms and conditions of the Confidentiality Agreement.

Section 7.15 Further Actions.

(a) Except as otherwise expressly provided in this Agreement, the Parties shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable under Applicable Law (other than with respect to the matters covered in Section 7.06, which shall be governed by the provisions of Section 7.06) to execute and deliver the Transaction Documents and such other documents as may be required to carry out the provisions of this Agreement and to consummate and make effective the Contemplated Transactions. Prior to the Closing, (i) neither LMC nor Spinco shall terminate or assign the Separation Agreement, amend or otherwise modify any provision of the Separation Agreement or any Exhibit, Annex or Schedule thereto or waive compliance with any of the agreements or conditions contained in the Separation Agreement, in each case without the prior written consent of RMT Parent; and (ii) any consent, approval, authorization or similar action to be taken by Spinco under the Separation Agreement shall be subject to the prior written consent of RMT Parent. LMC shall keep RMT Parent reasonably informed of the status of the Internal Reorganization, including LMC’s and Spinco’s progress in obtaining any necessary third-party consents or approvals of Governmental Authorities, and shall consult with RMT Parent regarding the terms of any arrangements established pursuant to Section 2.01 or Section 2.02 of the Separation Agreement; provided that nothing in this Section 7.15 shall alter any Person’s rights or obligations set forth in the Tax Matters Agreement (including the provisions of Section 3(b) thereof).

(b) Except as otherwise expressly provided in this Agreement, the Parties shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable regarding disclosures and communications in connection with the Contemplated Transactions to Governmental Authorities, including customers under Government Contracts and prospective customers under Government Bids.

(c) Subject to the applicable terms of the Separation Agreement, from time to time after the Closing, without additional consideration, each Party shall, and shall cause its Affiliates to, execute and deliver such further instruments and take such other action as may be necessary or is reasonably requested by another Party to make effective the Contemplated Transactions.

Section 7.16 Financial Statements.

(a) As promptly as reasonably practicable, LMC shall provide RMT Parent with (i) the audited combined and consolidated financial statements of the Spinco Business (before giving effect to the Internal Reorganization and the Spinco Transfer), including the combined and consolidated balance sheets of (x) the Spinco Business and (y) Spinco (before giving effect to the Internal Reorganization) as of December 31, 2014 and December 31, 2015, and the combined and consolidated statements of earnings, cash flows and parent equity of (x) the Spinco Business and (y) Spinco (before giving effect to the Internal Reorganization) for the years ended December 31, 2013, December 31, 2014 and December 31, 2015 together with a report on the financial statements from the independent accounts for the Spinco Business (collectively, the “Spinco Audited Financial Statements”) and (ii) the unaudited combined and consolidated financial statements of (x) the Spinco Business and (y) Spinco (before giving effect to the Internal Reorganization and the Spinco Transfer) for applicable interim periods ending prior to the date of this Agreement required for SEC filings, prepared from the books and records of LMC and its Subsidiaries and in accordance with GAAP consistently applied and the rules and regulations of the SEC, including the requirements of Regulation S-X, which present fairly in all material respects the combined financial position and combined results of operations of (x) the Spinco Business and (y) Spinco (before giving effect to the Internal Reorganization and the Spinco Transfer) as of the dates and for the periods shown therein (except as otherwise noted therein) (it being understood, however, that the Spinco Business has not been operating historically as a separate “standalone” entity or reporting segment and, therefore, the Spinco Audited Financial Statements and the unaudited Interim Financial Statements of the Spinco Business will reflect certain adjustments necessary to be presented on a stand-alone basis in accordance with GAAP and SEC requirements). LMC will use reasonable best efforts to procure, at its expense, the delivery of the consents of its independent accountants required to be filed with the Form S-4 Registration Statement or any future registration statement until such independent accountant consents are no longer required.

(b) LMC shall use its reasonable best efforts to, as promptly as practicable, and no later than 50 calendar days after the end of any fiscal quarter (or, in the case of the first fiscal quarter ended in 2016, 55 calendar days) and 60 calendar days after the end of the 2016 fiscal year, prepare and furnish to RMT Parent copies of financial statements of the Spinco Business as of and for the periods ending on any fiscal quarterly and annual periods ending after the date of this Agreement and prior to the Closing Date, in each case together with the notes thereto, and prepared from the books and records of LMC and its Subsidiaries and in accordance with GAAP with no exception or qualification thereto (it being understood, however, that the Spinco Business has not been operating historically as a separate “standalone” entity or reporting

segment and, therefore, the financial statements of the Spinco Business will reflect certain adjustments necessary to be presented on a stand-alone basis in accordance with GAAP and SEC requirements) applied on a consistent basis through the periods involved (except as may otherwise be required under GAAP) and the rules and regulations of the SEC, including the requirements of Regulation S-X, and, in the case of the combined financial statements of the Spinco Business for any fiscal year, LMC shall use its reasonable best efforts to ensure that such financial statements shall be audited and accompanied by a report of the independent accountants for the Spinco Business and for any quarterly period, LMC shall use its reasonable best efforts to ensure that such financial statements shall be reviewed by the independent accountants for the Spinco Business. When delivered, such financial statements shall present fairly in all material respects the combined financial position and combined and consolidated results of operations of the Spinco Business as of the dates and for the periods shown therein. LMC acknowledges that RMT Parent's obligations under Section 7.01 depend, in part, on LMC's compliance with this Section 7.16, and therefore RMT Parent shall be afforded a reasonable period to comply with such obligations based upon the timing of LMC providing the financial statements contemplated in this Section 7.16.

(c) In connection with the filing of the RMT Parent Registration Statement and other SEC filings, LMC shall use its reasonable efforts during the pre-Closing period and after the Closing to (i) cooperate with RMT Parent to prepare pro forma financial statements that comply with the rules and regulations of the SEC to the extent required for SEC filings, including the requirements of Regulation S-X and (ii) provide and make reasonably available upon reasonable notice the senior management employees of LMC to discuss the materials prepared and delivered pursuant to this Section 7.16. RMT Parent shall, promptly upon request by the LMC, reimburse LMC for all documented and reasonable out-of-pocket costs incurred by LMC or its Subsidiaries for actions taken at the request of RMT Parent pursuant to this Section 7.16(c) following the Closing.

Section 7.17 Corrective Changes.

Prior to the Closing Date, LMC shall cause the Spinco Companies to use reasonable efforts to effect any necessary corrective change of ownership filings and records with all patent, trademark, and copyright offices and domain name registrars and other similar authorities ("Corrective Changes") as may be necessary to correct any break or discrepancy in the chain of title for any registered Transferred Intellectual Property (i.e., to properly reflect an LMC Entity as the record owner thereof). From and after the Closing, RMT Parent shall be responsible for recording, and upon RMT Parent's reasonable request, LMC shall cooperate with the Spinco Companies to record, the assignment of the Transferred Intellectual Property to the applicable Spinco Company (i.e., to properly reflect such Spinco Company as the record owner thereof) (the "Spinco Assignment Recordations") and to otherwise effect any Corrective Change not made by LMC or the Spinco Companies prior to the Closing.

Section 7.18 Spinco Authorized Shares.

Prior to the Distribution, LMC and Spinco shall take all such actions necessary to amend and restate Spinco's organizational documents, in form reasonably acceptable to RMT Parent, such that the authorized number of Spinco shares shall exceed the number of Spinco shares contemplated by Section 2.04(d) of this Agreement and Section 3.03 of the Separation Agreement.

ARTICLE VIII

CONDITIONS TO THE MERGER

Section 8.01 Conditions to the Obligations of Each Party.

The respective obligations of the Parties to consummate the Merger are subject to the satisfaction or written waiver (where permissible under Applicable Law) at or prior to the Merger Effective Time of each of the following conditions:

(a) Internal Reorganization and Distribution. The Internal Reorganization shall have been consummated in all material respects in accordance with the Separation Agreement and the Distribution shall have been consummated on the Closing Date.

(b) Registration Statements. Each Registration Statement, to the extent required, shall have been declared effective by the SEC under the Securities Act and the Exchange Act, as applicable, and no stop order suspending the effectiveness of any Registration Statement shall have been issued by the SEC and no proceeding for that purpose shall be pending before the SEC.

(c) Listing. The shares of RMT Parent Common Stock to be issued in the Merger shall have been approved for listing on the New York Stock Exchange, subject to official notice of issuance.

(d) Stockholder Approval. The RMT Parent Stockholder Approval shall have been obtained.

(e) Governmental Approvals. Any waiting period (and any extension thereof) under the HSR Act shall have expired or shall have been terminated and any consents, authorizations, orders, approvals, declarations and filings required under the Antitrust Laws of the jurisdictions in which filings are made pursuant to Section 7.06, as applicable.

(f) No Order. There shall not be in effect in the United States any Applicable Law or any Governmental Order issued by a Governmental Authority of competent jurisdiction that enjoins or makes illegal the consummation of the Merger, the Internal Reorganization or the Distribution.

Section 8.02 Conditions to the Obligations of RMT Parent and Merger Sub.

The obligations of RMT Parent and Merger Sub to consummate the Merger are subject to the satisfaction or written waiver (where permissible under Applicable Law) at or prior to the Merger Effective Time of each of the following additional conditions:

(a) Representations, Warranties and Covenants. (i) The representations and warranties of LMC contained in this Agreement (A) set forth in Section 4.01, Section 4.02,

Section 4.03, Section 4.04(a) through Section 4.04(c), Section 4.05 and Section 4.20 shall be true and correct in all material respects as though such representations and warranties had been made on and as of the Closing Date, and (B) otherwise set forth in Article IV (1) that are qualified by a Spinco Material Adverse Effect qualification shall be true and correct in all respects as so qualified as though such representations and warranties had been made on and as of the Closing Date, and (2) that are not qualified by a Spinco Material Adverse Effect qualification shall be true and correct as though such representations and warranties had been made on and as of the Closing Date, except for such failures to be true and correct as would not reasonably be expected to have, individually or in the aggregate, a Spinco Material Adverse Effect (except to the extent such representations and warranties are, by their terms, made as of a specific date, in which case such representations and warranties shall be true and correct in the manner set forth in the foregoing clauses (A) or (B), as applicable, as of such date), (ii) the covenants and agreements contained in this Agreement and each of the other Transaction Documents executed contemporaneously with the execution of this Agreement (including the Separation Agreement) (the “Signing Transaction Documents”) to be complied with by LMC and Spinco on or prior to the Closing shall have been complied with in all material respects and (iii) RMT Parent shall have received a certificate of LMC signed by a duly authorized representative thereof dated as of the Closing Date certifying the matters set forth in clauses (i) and (ii) above.

(b) Tax Opinion. RMT Parent shall have received (i) the opinion of Skadden, Arps, Slate, Meagher & Flom LLP (“RMT Parent Tax Counsel”), dated as of the Closing Date, in form and substance reasonably acceptable to RMT Parent, to the effect that, the Merger will be treated for U.S. federal income Tax purposes as a reorganization within the meaning of Section 368(a) of the Code and that each of RMT Parent, Merger Sub and Spinco will be a “party to the reorganization” within the meaning of Section 368(b) of the Code (“RMT Parent Merger Tax Opinion”), which opinion shall not have been withdrawn or modified in any material respect and (ii) a copy of the LMC Merger Tax Opinion. In rendering the foregoing opinion, counsel will be permitted to rely upon and assume the accuracy of customary representations provided by (i) RMT Parent and Merger Sub and (ii) LMC.

(c) Solvency Opinion. RMT Parent’s Board of Directors shall have obtained an opinion from a nationally recognized valuation firm, dated as of the Closing Date, in form and substance reasonably satisfactory to RMT Parent, that RMT Parent and its Subsidiaries on a consolidated basis shall not be “insolvent” or otherwise unable to pay their respective obligations after giving effect to the RMT Parent Special Dividend and the Merger.

(d) Transaction Documents. To the extent contemplated by the Separation Agreement, LMC and those of its Subsidiaries that are parties to the Transaction Documents (other than the Signing Transaction Documents) shall have executed and delivered such Transaction Documents.

Section 8.03 Conditions to the Obligations of LMC and Spinco.

The obligations of LMC and Spinco to consummate the Merger are subject to the satisfaction or written waiver (where permissible under Applicable Law) at or prior to the Merger Effective Time of each of the following additional conditions:

(a) Representations, Warranties and Covenants. (i) The representations and warranties of RMT Parent and Merger Sub contained in this Agreement (A) set forth in Section 5.01, Section 5.02, Section 5.03, Section 5.04(a) and Section 5.21 shall be true and correct in all material respects as though such representations and warranties had been made on and as of the Closing Date, and (B) otherwise set forth in Article V (1) that are qualified by a RMT Parent Material Adverse Effect qualification shall be true and correct in all respects as so qualified as though such representations and warranties had been made on and as of the Closing Date, and (2) that are not qualified by a RMT Parent Material Adverse Effect qualification shall be true and correct as though such representations and warranties had been made on and as of the Closing Date, except for such failures to be true and correct as would not reasonably be expected to have, individually or in the aggregate, an RMT Parent Material Adverse Effect (except to the extent such representations and warranties are, by their terms, made as of a specific date, in which case such representations and warranties shall be true and correct in the manner set forth in the foregoing clauses (A) or (B), as applicable, as of such date), (ii) the covenants and agreements contained in this Agreement and each of the Signing Transaction Documents executed contemporaneously with the execution of this Agreement (including the Separation Agreement) to be complied with by RMT Parent and Merger Sub on or prior to the Closing shall have been complied with in all material respects and (iii) LMC shall have received a certificate of RMT Parent signed by a duly authorized representative thereof dated as of the Closing Date certifying the matters set forth in clauses (i) and (ii) above.

(b) Tax Opinions.

(i) LMC shall have received:

(1) the opinion of Davis Polk & Wardwell LLP, special tax counsel to LMC ("LMC Tax Counsel"), dated as of the Closing Date, in form and substance reasonably acceptable to LMC, to the effect that:

(A) the Merger will be treated for U.S. federal income Tax purposes as a reorganization within the meaning of Section 368(a) of the Code and that each of RMT Parent, Merger Sub and Spinco will be a "party to the reorganization" within the meaning of Section 368(b) of the Code (the "LMC Merger Tax Opinion"),

(B) (I) the Spinco Transfer and the Distribution, taken together, will qualify as a "reorganization" within the meaning of Section 368(a) (1)(D) of the Code and that each of LMC and Spinco will be a "party to the reorganization" within the meaning of Section 368(b) of the Code, (II) the Distribution, as such, will qualify as a distribution of Spinco Common Stock to LMC's stockholders pursuant to Section 355 of the Code, (III) the Merger will not cause Section 355(e) of the Code to apply to the Distribution, and (IV) the Parent Cash Distribution (as defined in the Separation Agreement) will qualify as money distributed to Parent creditors or stockholders in connection with the reorganization for purposes of Section 361(b) of the Code (the "LMC Separation Tax Opinion," together with the LMC Merger Tax Opinion, the "LMC Tax Opinions"),

which opinions (each of the LMC Merger Tax Opinion and the LMC Separation Tax Opinion) shall not have been withdrawn or modified in any material respect, and

(2) a copy of the RMT Parent Merger Tax Opinion.

(ii) In rendering the foregoing opinions, counsel will be permitted to rely upon and assume the accuracy of customary representations provided by (A) RMT Parent and Merger Sub and (B) LMC.

(c) Spinco Debt. Spinco shall have incurred the Spinco Debt and shall have received the proceeds thereof.

(d) Spinco Special Cash Payment. The Spinco Special Cash Payment shall have been received by LMC.

(e) Solvency Opinion. LMC's and Spinco's Boards of Directors shall have obtained opinions from a nationally recognized valuation firm, dated as of the Distribution Date, in form and substance reasonably satisfactory to LMC's Board of Directors, to the effect that neither LMC nor Spinco shall be "insolvent," unable to pay their respective obligations or otherwise unable to make a distribution under the Maryland General Corporation Law or the DGCL, as the case may be, after giving effect to the Spinco Special Cash Payment, the Distribution and the Merger.

Section 8.04 Frustration of Closing Conditions.

No Party may rely on the failure of any condition set forth in this Article VIII to be satisfied if such failure was caused by the failure of such Party to comply with its obligations set forth in this Agreement or the Separation Agreement.

ARTICLE IX

TERMINATION

Section 9.01 Termination.

This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Merger Effective Time, as follows:

(a) by either RMT Parent or LMC, if the Closing shall not have occurred by 11:59 p.m. New York City time on January 25, 2017 (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 9.01(a) shall not be available to any Party whose action or failure to fulfill any obligation under the Transaction Documents shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date or to any Party that is then in material breach of this Agreement or the Separation Agreement;

(b) by either RMT Parent or LMC, in the event that any Governmental Authority of competent jurisdiction in the United States or any of the jurisdictions set forth in

Section 8.01(f) of the LMC Disclosure Letter shall have issued a Governmental Order that permanently enjoins the consummation of the Merger and such Governmental Order shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 9.01(b) shall not be available to any Party whose action or failure to fulfill any obligation under this Agreement has been the cause of, or has resulted in, the issuance of such Governmental Order or other action or to any Party that is then in material breach of this Agreement or the Separation Agreement;

(c) by either RMT Parent or LMC, if at the RMT Parent Stockholders' Meeting (including any adjournment, continuation or postponement thereof), the RMT Parent Stockholder Approval shall not have been obtained; provided, that the right to terminate this Agreement under this Section 9.01(c) shall not be available to RMT Parent unless RMT Parent has fully complied with all of its obligations under Section 7.02 and Section 7.03;

(d) by LMC, if a breach of any covenant or agreement on the part of RMT Parent set forth in this Agreement (including an obligation to consummate the Closing) shall have occurred that would, if occurring or continuing on the Closing Date, cause the conditions set forth in Section 8.01 or Section 8.03(a) not to be satisfied, and such breach is not cured, or is incapable of being cured, upon the earlier of (i) 30 days following LMC's written notice to RMT Parent of such breach and LMC's intent to terminate this Agreement, or (ii) with respect to a breach of an obligation to consummate the Closing, five (5) Business Days following LMC's written notice to RMT Parent of such breach and LMC's intent to terminate this Agreement, or (iii) the Termination Date; provided, further, that the right to terminate this Agreement under this Section 9.01(d) shall not be available to LMC if LMC or Spinco is then in breach of this Agreement or the Separation Agreement so as to cause any of the conditions set forth in Section 8.01 or Section 8.02 not to be satisfied;

(e) by LMC, if (i) a Change in the RMT Parent Recommendation has occurred, (ii) RMT Parent shall have failed to include the RMT Parent Recommendation in the Proxy Statement, or (iii) RMT Parent shall have breached its obligations in Section 7.02 or Section 7.03 (except in the case of clause (iii) for de minimis breaches of such obligations that are promptly cured by RMT Parent); provided, however, that, if LMC has not terminated this Agreement pursuant to this Section 9.01(e) prior to the time at which RMT Parent Stockholder Approval is obtained, LMC shall not have the right to terminate this Agreement under this Section 9.01(e) in respect of an action taken by RMT Parent or any of its Subsidiaries or Representatives during the period commencing on the date of this Agreement and ending at the time at which RMT Parent Stockholder Approval is obtained.

(f) by RMT Parent, if a breach of any covenant or agreement on the part of LMC or Spinco set forth in this Agreement or the Separation Agreement (including an obligation to consummate the Closing) shall have occurred that would, if occurring or continuing on the Closing Date, cause the conditions set forth in Section 8.01 or Section 8.02(a) not to be satisfied, and such breach is not cured, or is incapable of being cured, upon the earlier of (i) 30 days following RMT Parent's written notice to LMC and Spinco of such breach and RMT Parent's intent to terminate this Agreement, (ii) with respect to a breach of an obligation to consummate the Closing, five Business Days following RMT Parent's written notice to LMC and Spinco of such breach and RMT Parent's intent to terminate this Agreement, or (iii) the Termination Date;

provided, further, that the right to terminate this Agreement under this Section 9.01(f) shall not be available to RMT Parent if RMT Parent is then in breach of this Agreement so as to cause any of the conditions set forth in Section 8.01 or Section 8.03 not to be satisfied; or

(g) by the written consent of all of the Parties.

Section 9.02 Effect of Termination.

In the event of the valid termination of this Agreement pursuant to Section 9.01, written notice thereof shall be given to the other Parties, specifying in good faith the provision or provisions hereof pursuant to which such termination shall have been made, and this Agreement shall forthwith become void, and there shall be no liability under this Agreement on the part of any Party or their respective Representatives; provided, that nothing in this Section 9.02 or Section 9.03 shall relieve any Party from liability for fraud committed prior to such termination or for any willful breach prior to such termination of any of its representations, warranties, covenants or agreements set forth in the Transaction Documents; and provided, further, that notwithstanding the foregoing, the provisions of Section 7.14, this Section 9.02, Section 9.03 and Article X shall survive any termination of this Agreement and remain in full force and effect.

Section 9.03 Fees and Expenses.

(a) The Parties agree that:

(i) if LMC terminates this Agreement pursuant to Section 9.01(e), then, no later than two Business Days after the date of LMC's notice of such termination, RMT Parent shall pay to LMC the Termination Fee in cash in immediately available funds; and

(ii) if (A) (1) RMT Parent or LMC terminates this Agreement pursuant to Section 9.01(a) or (2) LMC terminates this Agreement pursuant to Section 9.01(d), (B) prior to the termination of this Agreement, a Competing RMT Parent Transaction shall have been publicly announced or shall have become publicly known, and (C) on or prior to the date that is 15 months after the date of such termination, RMT Parent enters into a Competing RMT Parent Transaction Agreement or consummates a Competing RMT Parent Transaction (whether or not the applicable Competing RMT Parent Transaction is the same as the original Competing RMT Parent Transaction publicly announced or publicly known), then, on the earlier of the date RMT Parent enters into a Competing RMT Parent Transaction Agreement or consummates any Competing RMT Parent Transaction, RMT Parent shall pay to LMC the Termination Fee in cash in immediately available funds; provided that, solely for purposes of this Section 9.03(a)(ii), the references to "20%" in the definition of Competing RMT Parent Transaction shall be deemed to refer to "50%".

(b) The Parties agree that if RMT Parent or LMC terminates this Agreement pursuant to Section 9.01(c), RMT Parent shall pay to LMC in cash in immediately available funds all of LMC's Expenses up to an aggregate amount of \$37,500,000 no later than two Business Days after LMC submits a statement and reasonable documentation therefor.

(c) Except as expressly set forth in this Agreement, including this [Section 9.03](#) and the Separation Agreement, all Expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such Expenses, whether or not the Merger or any other Contemplated Transaction is consummated, except that LMC and RMT Parent shall each pay one-half of all Expenses relating to printing, filing and mailing the Registration Statements and the Proxy Statement and all SEC and other regulatory filing fees incurred in connection with the Registration Statement and the Proxy Statement.

(d) Each party agrees that, notwithstanding anything in this Agreement (other than [Section 9.03\(f\)](#)) to the contrary (including [Section 9.02](#)), in the event that any Termination Fee is paid in accordance with this [Section 9.03](#), the payment of such Termination Fee shall be the sole and exclusive remedy of such party, its Subsidiaries, shareholders, Affiliates, officers, directors, employees and Representatives against the other party or any of its Representatives or Affiliates or any Lender or Lender Related Party for, and in no event will the party being paid any Termination Fee or any other such person seek to recover any other money damages or seek any other remedy based on a claim in law or equity with respect to: (1) any loss suffered, directly or indirectly, as a result of the failure of the Merger to be consummated, (2) the termination of this Agreement, (3) any liabilities or obligations arising under this Agreement, or (4) any claims or actions arising out of or relating to any breach, termination or failure of or under this Agreement, and upon payment of any Termination Fee in accordance with this [Section 9.03](#), neither the Party paying such fee, nor any Representative or Affiliate of such Party shall have any further liability or obligation to the other Parties relating to or arising out of this Agreement or the transactions contemplated hereby.

(e) The Parties acknowledge that the agreements contained in this [Section 9.03](#) are an integral part of the transactions contemplated by this Agreement. In the event that RMT Parent shall fail to pay the Termination Fee, the amount of such payment shall be increased to include the costs and expenses incurred or accrued by or on behalf of LMC and Spinco (including fees and expenses of counsel) in connection with the collection under and enforcement of this [Section 9.03](#), together with interest on such unpaid Termination Fee, commencing on the date that the Termination Fee or such Expenses became due, at a rate of interest equal to the Interest Rate. Payment of the fees and expenses described in this [Section 9.03](#) shall not be in lieu of any damages incurred in the event of breach of this Agreement.

(f) In the event of a termination of this Agreement, in addition to the payment of any Termination Fee, reimbursement of any Expenses and any other payments contemplated by this Agreement, RMT Parent shall pay to LMC in cash in immediately available funds an amount equal to the Spinco Specified Financing Costs no later than two Business Days after LMC submits a statement and reasonable documentation therefor.

ARTICLE X

GENERAL PROVISIONS

Section 10.01 Non-Survival of Representations, Warranties, Covenants and Agreements.

(a) Except as provided in Section 10.01(b), the representations, warranties, covenants and agreements in this Agreement and in any instrument delivered pursuant hereto shall terminate at the Merger Effective Time or upon the termination of this Agreement pursuant to Section 9.01, as the case may be, except as set forth in Section 9.02 and except for those covenants and agreements contained in this Agreement that by their terms are to be performed in whole or in part after the Merger Effective Time (or termination of this Agreement, as applicable), which shall survive until they are fully effectuated or performed.

(b) Solely for purposes of the remedies set forth in Section 2.01(b) of the Transition Services Agreement—Parent to Spinco and Section 2.08 of the Intellectual Property Matters Agreement, the representations and warranties set forth in Section 4.19(a) shall survive until the one year anniversary of the Closing.

Section 10.02 Notices.

All notices, requests and other communications to any Party hereunder shall be in writing (including email, teletype or similar writing) and shall be given,

if to LMC and, on or prior to the Closing, to Spinco:

Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, MD 20817
Attention: Senior Vice President, General Counsel and Corporate Secretary
Telecopy: (301) 897-6013
Email: maryanne.lavan@lmco.com

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

Hogan Lovells US LLP
Harbor East
100 International Drive
Suite 2000
Baltimore, Maryland 21202
Attention: Glenn C. Campbell
Telecopy: (410) 659-2701
Email: glenn.campbell@hoganlovells.com

if to RMT Parent, Merger Sub, and, following the Closing, Spinco:

Leidos Holdings, Inc.
11951 Freedom Drive
Reston, Virginia 20190
Attention: Vincent A. Maffeo, General Counsel
Email: vince.maffeo@leidos.com

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Attention: Robert B. Pincus, Esq.
Telecopy: (302) 434-3090
Email: bob.pincus@skadden.com

or to such other address, email, or telecopy number and with such other copies, as such Party may hereafter specify for that purpose by notice to the other Parties. Each such notice, request or other communication shall be effective (a) on the day delivered (or if that day is not a Business Day, on the first following day that is a Business Day) when (i) delivered personally against receipt or (ii) sent by overnight courier, (b) on the day when transmittal confirmation is received if sent by telecopy or when email is transmitted (so long as receipt is requested and received) (or if that day is not a Business Day, on the first following day that is a Business Day), and (c) if given by any other means, upon delivery or refusal of delivery at the address specified in this [Section 10.02](#) (or such other address as a Party hereafter may specify by notice to the other Parties).

Section 10.03 Amendments; Waivers.

(a) Subject to the provisions of [Article IX](#), any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties, or in the case of a waiver, by the Party or Parties against whom the waiver is to be effective; provided that any amendment or waiver of [Section 9.03\(d\)](#), this [Section 10.03\(a\)](#), [Section 10.03\(b\)](#), [Section 10.04](#), [Section 10.10](#), [Section 10.11](#), [Section 10.16](#), [Section 10.17](#) or [Section 10.18](#) or to any other provision of this Agreement to the extent an amendment or waiver of such provision would modify the substance of any of the foregoing enumerated provisions, in each case that adversely affects any RMT Lender, Spinco Lender or any of their respective Lender Related Parties shall not be effective with respect to such affected Lender or Lender Related Party unless such Lender or Lender Related Party consented to such amendment or waiver in writing.

(b) No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, no action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. Any term, covenant or condition of this Agreement

may be waived at any time by the Party that is entitled to the benefit thereof, but only by a written notice signed by such Party expressly waiving such term, covenant or condition; provided that any waiver of Section 9.03(d), Section 10.03(a), this Section 10.03(b), Section 10.04, Section 10.10, Section 10.11, Section 10.16, Section 10.17 or Section 10.18 or to any other provision of this Agreement to the extent a waiver of such provision would modify the substance of any of the foregoing enumerated provisions, in each case that adversely affects any RMT Lender, Spinco Lender or any of their respective Lender Related Parties shall not be effective with respect to such affected Lender or Lender Related Party unless such Lender or Lender Related Party has consented to such waiver in writing. The waiver by any Party of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

Section 10.04 Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign, delegate or otherwise transfer, directly or indirectly, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of LMC and RMT Parent; provided that RMT Parent or LMC may collaterally assign its rights (but not its obligations) under this Agreement to any of the Lenders or any Lender Related Party. Notwithstanding the foregoing, no assignment, delegation or other transfer of rights under this Agreement shall relieve the assignor of any liability or obligation hereunder. Any attempted assignment, delegation or transfer in violation of this Section 10.04 shall be void.

Section 10.05 Construction.

As used in this Agreement, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. References in this Agreement to a Party or other Person include their respective successors and assigns. The words “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation” unless such phrase otherwise appears. Unless the context otherwise requires, references in this Agreement to Articles, Sections, Exhibits, Schedules, Disclosure Letters and Attachments shall be deemed references to Articles and Sections of, and Exhibits, Schedules, Disclosure Letters and Attachments to, this Agreement. Unless the context otherwise requires, the words “hereof,” “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision hereof. Except when used together with the word “either” or otherwise for the purpose of identifying mutually exclusive alternatives, the term “or” has the inclusive meaning represented by the phrase “and/or”. With regard to each and every term and condition of this Agreement, the Parties understand and agree that, if at any time the Parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement. All references in this Agreement to “dollars” or “\$” shall mean United States dollars. Any period of time hereunder ending on a day that is not a Business Day shall be extended to the next Business Day. Where used with respect to information, the phrases “delivered” or “made available” shall mean that the information referred to is publicly available

on the SEC's website through its Electronic Data Gathering, Analysis, and Retrieval (EDGAR) system or has been physically or electronically delivered to the relevant Parties or their respective Representatives, including, in the case of "made available" to RMT Parent, material that has been posted in a "data room" (virtual or otherwise) established by or on behalf of LMC or Spinco; including further, in the case of "made available" to LMC or Spinco, material that has been posted in a "data room" (virtual or otherwise) established by or on behalf of RMT Parent or Merger Sub.

Section 10.06 Disclosure Letters.

Notwithstanding anything to the contrary contained in the Disclosure Letters, in this Agreement or in the other Transaction Documents, the information and disclosures contained in any Section of a Disclosure Letter shall be deemed to be disclosed and incorporated by reference in each other Section of such Disclosure Letter as though fully set forth in such other Section to the extent the relevance of such information to such other Section is reasonably apparent on its face notwithstanding the omission of a reference or a cross-reference with respect thereto and notwithstanding any reference to a Section of such Disclosure Letter in this Agreement. Certain items and matters are listed in the Disclosure Letters for informational purposes only and may not be required to be listed therein by the terms of this Agreement. In no event shall the listing of items or matters in a Disclosure Letter be deemed or interpreted to broaden, or otherwise expand the scope of, the representations and warranties or covenants and agreements contained in this Agreement. No reference to, or disclosure of, any item or matter in any Section of this Agreement or any Section of a Disclosure Letter shall be construed as an admission or indication that such item or matter is material or that such item or matter is required to be referred to or disclosed in this Agreement or in such Disclosure Letter. Without limiting the foregoing, no reference to, or disclosure of, a possible breach or violation of any contract or agreement, Applicable Law or Governmental Order shall be construed as an admission or indication that a breach or violation exists or has actually occurred.

Section 10.07 Public Announcements.

None of the Parties shall make, or cause to be made, any press release or public announcement in respect of this Agreement, the other Transaction Documents or the transactions contemplated hereby and thereby or otherwise communicate with any news media regarding this Agreement, the other Transaction Documents or the transactions contemplated hereby and thereby without the prior written consent of the other Parties, unless such press release or public announcement is required by Applicable Law or applicable stock exchange regulation, in which case the Parties shall, to the extent practicable, consult with each other as to the timing and contents of any such press release, public announcement or communication; provided, however, that the prior written consent of the other Parties shall not be required hereunder with respect to any press release, public announcement or communication that is substantially similar to a press release, public announcement or communication previously issued with the prior written consent of the other Parties.

Section 10.08 Entire Agreement.

This Agreement (including the Disclosure Letters), the other Transaction Documents and any other agreements contemplated hereby or thereby, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof.

Section 10.09 Counterparts; Effectiveness.

This Agreement may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

Section 10.10 Governing Law.

This Agreement shall be construed in accordance with and governed by federal law and by the laws of the State of Delaware (without regard to the choice of law provisions thereof); except that, notwithstanding the foregoing, all matters relating to interpretation, construction, validity and enforcement (whether at law, in equity, in contract, in tort, by statute or otherwise) against any of the Lenders or Lender Related Parties in any way relating to the Financing, shall be exclusively governed by, and construed in accordance with, the domestic Law of the State of New York without giving effect to any choice or conflict of law provision or rule whether of the State of New York or any other jurisdiction that would cause the application of Law of any jurisdiction other than the State of New York.

Section 10.11 Dispute Resolution, Consent to Jurisdiction.

(a) Any Proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Contemplated Transactions shall be brought in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), and each of the Parties hereby consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such Proceeding and waives any objection to venue laid therein. Process in any such Proceeding may be served on any Party anywhere in the world, whether within or without the State of Delaware. Without limiting the foregoing, RMT Parent, LMC and Spinco agree that service of process upon such Party at the address referred to in Section 10.02 (or such other address as may be specified in accordance with Section 10.02 shall be deemed effective service of process upon such Party). EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING (INCLUDING ANY COUNTERCLAIM) DIRECTLY OR INDIRECTLY ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS, INCLUDING ANY LITIGATION AGAINST ANY LENDER OR LENDER RELATED PARTY ARISING OUT OF OR RELATING TO

THIS AGREEMENT OR THE SPINCO COMMITMENT LETTER OR THE PERFORMANCE THEREOF, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY SUCH SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE CONTEMPLATED TRANSACTIONS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION 10.11.

(b) Notwithstanding anything in Section 10.11(a) to the contrary, and without limiting anything set forth in Section 10.18, each of the parties hereto agrees that it will not bring or support any suit, action or other proceeding (whether at law, in equity, in contract, in tort or otherwise) against any Lender or Lender Related Party in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including any dispute arising out of or relating in any way to the Financing or, if applicable, any Alternative Financing, or the performance thereof, in any forum other than any New York State court or federal court sitting in the County of New York and the Borough of Manhattan (and appellate courts thereof). The parties hereto further agree that all of the provisions of the preceding clause (a) relating to waiver of jury trial shall apply to any suit, action or other proceeding referenced in this clause (b).

Section 10.12 Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. The application of such invalid or unenforceable provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by Applicable Law. To the extent any provision of this Agreement is determined to be prohibited or unenforceable in any jurisdiction, or determined to be impermissible by any Governmental Authority, RMT Parent, LMC and Spinco agree to use reasonable commercial efforts to substitute one or more valid, legal and enforceable provisions that, insofar as practicable, implement the purposes and intent of the prohibited, unenforceable, or impermissible provision.

Section 10.13 Captions.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 10.14 Specific Performance.

Each Party acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by such Party and that any such breach would cause the other Parties irreparable harm. Accordingly, each Party also agrees that, in the

event of any breach or threatened breach of the provisions of this Agreement by such Party, the other Parties shall be entitled to equitable relief without the requirement of posting a bond or other security, including in the form of injunctions and orders for specific performance, in addition to all other remedies available to such other Parties at law or in equity. Without limiting the generality of the foregoing, the Parties agree that each Party shall be entitled to enforce specifically the other Parties' obligations to consummate the transactions contemplated by this Agreement (including the obligation to consummate the Closing and the RMT Parent Share Issuance and the obligations with respect to the Financing), if the conditions set forth in Article VIII have been satisfied (other than those conditions that by their nature are to be satisfied at the Closing) or waived (where permissible under Applicable Law). The Parties agree that they will not contest the appropriateness of specific performance as a remedy.

Section 10.15 Payments.

(a) Except as otherwise expressly provided in this Agreement or any other Transaction Document, all payments by a Party to another Party under this Agreement or any other Transaction Document shall be paid by wire transfer of immediately available funds to an account in the United States designated by the recipient when due. Any amount remaining unpaid beyond its due date, including disputed amounts that are ultimately determined to be payable, shall bear interest at the Interest Rate. Notwithstanding anything to the contrary contained herein or in any other Transaction Document, in no event shall the amount or rate of interest due and payable exceed the maximum amount or rate of interest allowed by Applicable Law.

(b) Any payment made to LMC from Spinco or to Spinco from LMC will be treated as provided under Section 13(b) of the Tax Matters Agreement.

Section 10.16 No Third-Party Beneficiaries.

This Agreement shall be binding upon and inure solely to the benefit of, and be enforceable by, only the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to, or shall confer upon, any other Person any right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement, other than (a) Section 7.05 (which is intended to be for the benefit of the Persons covered thereby and may be enforced by such Persons), (b) Section 10.17 (which is intended to be for the benefit of the Persons covered thereby and may be enforced by such Persons) and (c) the Lenders and the Lender Related Parties shall be third-party beneficiaries of Section 9.03(d), Section 10.03(a), Section 10.03(b), Section 10.04, Section 10.10, Section 10.11, this Section 10.16, Section 10.17 and Section 10.18.

Section 10.17 Non-Parties.

Notwithstanding anything to the contrary in this Agreement, it is hereby agreed and acknowledged that this Agreement may only be enforced against, and any claims of action that may be based upon, arise out of, or relate to, this Agreement, or the negotiation, execution or performance of this Agreement, may only be made against the Parties, and no former, current or future Affiliates, officers, directors, managers, employees, equityholders, lenders, financing

sources, managers, members, partners, agents or Representatives of any Party, in each case, who is not a party to this Agreement, shall have any liability for any obligations of the Parties or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby (whether at law or in equity, in contract, tort or otherwise). For the avoidance of doubt, this Section 10.17 shall not affect (a) the rights of the Persons party to each Commitment Letter to enforce such Commitment Letter in accordance with its terms; or (b) the rights and obligations of the Parties set forth in Section 7.08 or (c) the rights of the Lenders and the Lender Related Parties under Section 10.16.

Section 10.18 Non-Recourse.

Notwithstanding anything in this Agreement to the contrary (but subject to the last sentence of this Section 10.18), each LMC Entity hereby waives any rights or claims against any Lender or Lender Related Party in connection with this Agreement or the other Transaction Documents (including any of the transactions contemplated hereby or thereby) and the Financings, whether at law or equity, in contract, in tort or otherwise. Subject to the last sentence of this Section 10.18 in no event shall any LMC Entity, and each LMC Entity agrees not to, (A) seek to enforce this Agreement or the other Transaction Documents against, make any claims for breach of this Agreement or the other Transaction Documents against, or seek to recover monetary damages (including, for the avoidance of doubt, any special, consequential, punitive, indirect, speculative or exemplary damages or damages of a tortious nature) from, any Lender or Lender Related Party or (B) seek to enforce the commitment against, make any claims for breach of commitments in respect of any Financing or, if applicable, any Alternative Financing against, or seek to recover monetary damages (including, for the avoidance of doubt, any special, consequential, punitive, indirect, speculative or exemplary damages or damages of a tortious nature) from, or otherwise sue, any Lender or Lender Related Party for any reason, including in connection with commitments in respect of any Financing or, if applicable, any Alternative Financing or the obligations of the Lenders and the Lender Related Parties thereunder. Nothing in this Section 10.18 shall in any way limit or qualify (a) the obligations and liabilities of the parties to each Commitment Letter to each other or in connection therewith, including, without limitation, the right of Spinco to enforce the Spinco Commitment Letter in accordance with its terms or (b) the rights, obligations and liabilities of the parties hereto to each other or in connection herewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed under seal by their respective authorized representatives on the day and year first above written.

LOCKHEED MARTIN CORPORATION

By: /s/ Gregory L. Psihas (SEAL)
Name: Gregory L. Psihas
Title: Vice President, Corporate Development

ABACUS INNOVATIONS CORPORATION

By: /s/ Stephen M. Piper (SEAL)
Name: Stephen M. Piper
Title: President

LEIDOS HOLDINGS, INC.

By: /s/ Roger A. Krone (SEAL)
Name: Roger A. Krone
Title: Chief Executive Officer

LION MERGER CO.

By: /s/ Roger A. Krone (SEAL)
Name: Roger A. Krone
Title: President

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

DEFINITIONS

(a) The following terms have the following meanings:

“Acceptable Confidentiality Agreement” means an executed confidentiality agreement between RMT Parent and a Person who has made a proposal satisfying the requirements of Section 7.03(c) on terms no less favorable to RMT Parent than those contained in the Confidentiality Agreement.

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by, or under common control with such specified Person. For purposes of determining whether a Person is an Affiliate, the term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of securities, contract or otherwise.

“Affiliated Transferor” has the meaning set forth in the Separation Agreement.

“Antitrust Laws” means all United States federal and state, and any foreign, statutes, rules, regulations, orders, decrees, administrative and judicial doctrines, and other laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition, including the HSR Act, the Sherman Antitrust Act of 1890, as amended, the Clayton Antitrust Act of 1914, as amended, and the Federal Trade Commission Act of 1914, as amended.

“Applicable Law” means, with respect to any Person, any federal, state, county, municipal, local, multinational or foreign statute, treaty, law, executive order, common law, ordinance, rule, regulation, administrative order, writ, injunction, judicial decision, decree, permit or other legally binding requirement of any Governmental Authority applicable to such Person or any of its respective properties, assets, officers, directors, employees, consultants or agents (in connection with such officer’s, director’s, employee’s, consultant’s or agent’s activities on behalf of such Person).

“Assumed Liabilities” has the meaning set forth in the Separation Agreement.

“Beneficial Owner” has the meaning given to such term under Rule 13d-3 of the Exchange Act.

“Business Day” means a day, other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

“Clean-Up Spin-Off” has the meaning set forth in the Separation Agreement.

“Closing Date” means the date on which the Closing occurs.

“Code” means the Internal Revenue Code of 1986, as amended.

“Competing RMT Parent Transaction” means any transaction or series of related transactions (other than the Merger) that constitutes, or is reasonably likely to lead to, (a) any merger, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or other similar transaction involving RMT Parent or any of its Subsidiaries, the assets of which constitute or represent more than 20% of the total revenue, operating income, EBITDA or fair market value of the assets of RMT Parent and its Subsidiaries, taken as a whole; (b) any sale, lease, license, exchange, transfer or other disposition of, or joint venture involving, assets or businesses that constitute or represent more than 20% of the total revenue, operating income, EBITDA or fair market value of the assets of RMT Parent and its Subsidiaries, taken as a whole; (c) any sale, exchange, transfer or other disposition to any Person of more than 20% of any class of equity securities, or securities convertible into or exchangeable for equity securities, of RMT Parent; (d) any tender offer or exchange offer that, if consummated, would result in any Person becoming the Beneficial Owner of more than 20% of any class of equity securities of RMT Parent; (e) any other transaction the consummation of which would reasonably be likely to impede, interfere with, prevent or materially delay the Merger; or (f) any combination of the foregoing.

“Competing RMT Parent Transaction Agreement” means a letter of intent, agreement in principle, term sheet, merger agreement, acquisition agreement, option agreement or other contract, commitment or agreement relating to any Competing RMT Parent Transaction (other than an Acceptable Confidentiality Agreement).

“Competing Spinco Transaction” means any transaction or series of related transactions (other than the Merger, the Internal Reorganization and the Distribution or as otherwise contemplated by this Agreement and the Signing Transaction Documents and other than asset sales and transfers in the ordinary course of business not in violation of Section 6.01) that constitutes, or is reasonably likely to lead to, a merger, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution, acquisition, sale, transfer or other disposition or similar transaction involving the Spinco Business, or any other transaction the consummation of which would reasonably be likely to impede, interfere with, prevent or materially delay the Merger.

“Competing Spinco Transaction Agreement” means a letter of intent, agreement in principle, term sheet, merger agreement, acquisition agreement, option agreement or other contract, commitment or agreement relating to any Competing Spinco Transaction.

“Contemplated Transactions” means the transactions contemplated by the Transaction Documents.

“Contracts” means all legally binding contracts, agreements, arrangements, leases and subleases (including leases and subleases of real property), licenses, commitments, notes, bonds, mortgages, indentures, sales and purchase orders, other instruments and other undertakings of any kind, whether written or oral.

“Current Government Contracts” means those Government Contracts under which the period of performance has not yet expired or terminated or for which final payment has not been received or which remain open to audit or close out.

“Cut-Off Time” has the meaning set forth in the Separation Agreement.

“Damages” has the meaning set forth in the Separation Agreement.

“Data” has the meaning set forth in the Separation Agreement.

“DGCL” means the General Corporation Law of the State of Delaware, as amended.

“Disclosure Letters” means the RMT Parent Disclosure Letter and the LMC Disclosure Letter.

“Distribution Date” has the meaning set forth in the Separation Agreement.

“DSS” means the Defense Security Service of the United States Department of Defense.

“Employee Matters Agreement” has the meaning set forth in the Separation Agreement.

“Environmental Laws” means any and all past, present or future federal, state, county, municipal, local, multi-national and foreign statutes, treaties, laws, common laws, ordinances, rules, regulations, orders, writs, injunctions, judicial decisions, decrees or other legally binding requirement of any Governmental Authority that relate to protection of the environment or that impose liability for, or standards of conduct concerning, the manufacture, processing, generation, distribution, use, treatment, storage, disposal, discharge, release, emission, cleanup, transport or handling of Hazardous Substances, including the Resource Conservation and Recovery Act of 1976, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1984, as amended, the Toxic Substances Control Act, as amended, any other so-called “Superfund” or “Superlien” laws, but excluding the Occupational Safety and Health Act of 1970, as amended, and similar state laws.

“Environmental Permit” means any Permit, identification number or registration that the Spinco Business is required to possess pursuant to any applicable Environmental Law.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC thereunder, as the same shall be in effect from time to time.

“Exchange Ratio” means, subject to adjustment pursuant to Section 2.04(c) and Section 3.01(f), 1.020202.

“Excluded Assets” has the meaning set forth in the Separation Agreement.

“Excluded Liabilities” has the meaning set forth in the Separation Agreement.

“Expenses” means all out-of-pocket fees and expenses (including all fees and expenses of counsel, accountants, investment banking firms and other financial institutions, experts and consultants and commitment fees and any other financing fees and expenses) actually incurred or accrued by a Party or its Affiliates or on its or their behalf or for which it or they are liable in connection with or related to the authorization, planning, structuring, preparation, drafting, negotiation, execution and performance of the Contemplated Transactions, the preparation, review and audit of any financial statements, the preparation of the Spinco Business for sale and any due diligence, marketing or similar activities in connection therewith, the preparation, printing, filing and mailing of the Registration Statements (including any related prospectus or information statement), the Proxy Statement, and the Schedule TO, the solicitation of stockholder approvals, the filing of any required notices under the HSR Act or any other Antitrust Laws, the filing of the Certificate of Merger in respect of the Merger, and all other matters related to the Merger, the Internal Reorganization, the Distribution, the Spinco Debt and any other financing or Contemplated Transactions.

“FCPA” means the Foreign Corrupt Practices Act of 1977, as amended.

“Financial Support Arrangements” has the meaning set forth in the Separation Agreement.

“Former Spinco Business Employee” has the meaning set forth in the Separation Agreement.

“Funds” shall have the meaning set forth in the Employee Matters Agreement.

“Israeli Affiliated Transferor” shall have the meaning set forth in the Employee Matters Agreement.

“Israeli Employees” shall have the meaning set forth in the Employee Matters Agreement.

“GAAP” means United States Generally Accepted Accounting Principles as in effect on the date of this Agreement.

“Government Bid” means any offer, quotation, bid or proposal made by a Party or its Subsidiary prior to the Closing Date which, if accepted, would result in a Government Contract.

“Government Contract” means, with respect to any Person, any prime contract, subcontract, facility contract, teaming agreement or arrangement, joint venture, basic ordering agreement, pricing agreement, letter contract, purchase order, delivery order, modification, change order, undefinitized contract action or other contractual arrangement of any kind, between such Person and (i) the U.S. Government, (ii) any prime contractor of the U.S. Government or (iii) any subcontractor at any tier with respect to any contract of a type described in clauses (i) or (ii) above. A task, purchase or delivery order under a Government Contract will not constitute a separate Government Contract, for purposes of this definition, but will be part of the Government Contract to which it relates.

“Governmental Authority” means any multinational, foreign, domestic, federal, territorial, state or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Substances” means (i) substances defined as “hazardous substances” or “hazardous waste” pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or the Resource Conservation and Recovery Act of 1976, as amended, (ii) substances defined as “hazardous substances” or “hazardous waste” in the regulations adopted pursuant to any of said laws, (iii) substances defined as “toxic substances” in the Toxic Substances Control Act, as amended, and (iv) petroleum, petroleum derivatives, petroleum products, asbestos and asbestos-containing materials and any other substances or materials as regulated pursuant to Environmental Laws.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Intellectual Property” has the meaning set forth in the Separation Agreement.

“Intellectual Property Matters Agreement” has the meaning set forth in the Separation Agreement.

“Interest Rate” means, on any given day, the rate per annum equal to the “prime” rate as published on such day in the Wall Street Journal, Eastern Edition.

“Internal Reorganization” has the meaning set forth in the Separation Agreement.

“International Trade Laws and Regulations” means all Applicable Laws concerning the import, export, re-export, or international transfer of products, services or technology, including United States Code, Title 13, Chapter 9 Collection and Publication of Foreign Commerce and Trade Statistics administered by the United States Census Bureau, the Tariff Act of 1930, as amended, and other laws administered by the United States Customs and Border Protection, regulations issued or enforced by the United States Customs and Border Protection, the Export Administration Regulations, the International Emergency Economic Powers Act, the Arms Export Control Act, the ITAR, any other export controls administered by an agency of the United States Government, as amended and continued in force by Executive Orders of the President regarding embargoes and restrictions on trade with designated countries and Persons, the embargoes and restrictions administered by the United States Office of Foreign Assets Control, the FCPA, the anti-boycott regulations administered by the United States Department of Commerce, the anti-boycott regulations administered by the United States Department of the Treasury, legislation and regulations of the United States and other countries implementing the North American Free Trade Agreement, antidumping and countervailing duty laws and regulations, laws and regulations by other countries implementing the OECD Convention on Combating Bribery of Foreign Officials, restrictions by other countries on holding foreign currency and repatriating funds and other laws and regulations adopted by the governments or agencies of other countries relating to the same subject matter as the United States statutes and regulations described above.

“IP License” means any material license under which a Spinco Company (or, to the extent related to the Spinco Business, an LMC Entity) is a licensee or a licensor or otherwise is granted, obtains or agrees to grant or provide rights to use any material Intellectual Property, or is restricted in any material respect in its right to use any material Intellectual Property, other than (i) licenses for COTS software (as such term is defined in the Separation Agreement), or (ii) licenses granted to customers (including Governmental Authorities) in the ordinary course of business consistent with past practice.

“IRS” means the United States Internal Revenue Service.

“ITAR” means the International Traffic in Arms Regulations, 22 C.F.R. §§ 120-130, as amended.

“JV Entities” means Kwajalein Range Services, LLC, Consolidated Nuclear Security LLC and Mission Support Alliance, LLC.

“Lender Related Parties” means the Persons, including the Lenders, that have committed to provide or arrange any Financing or Alternative Financing in connection with the transactions contemplated hereby, including the parties named in any joinder agreements, note purchase agreements, indentures or credit agreements entered into pursuant thereto or relating thereto, their Affiliates, and their respective former, current and future directors, officers, managers, members, stockholders, partners, employees, agents, advisors, representatives, successors and permitted assigns of any of the foregoing.

“Liabilities” means all liabilities and obligations of any kind, character or description, whether liquidated or unliquidated, known or unknown, fixed or contingent, accrued or unaccrued, absolute, determined, determinable or indeterminable, or otherwise.

“Licensed Intellectual Property” has the meaning set forth in the Separation Agreement.

“Lien” means, (i) with respect to any asset, any mortgage, lien, claim, pledge, charge, security interest or other encumbrance of any kind in respect of such asset, and (ii) with respect to real property, any title defects, encumbrances, easements and restrictions, invalidities or irregularities.

“LMC 2003 IPAP” means the LMC Corporation Amended and Restated 2003 Incentive Performance Award Plan, as amended to date.

“LMC 2011 IPAP” means the LMC Corporation Amended and Restated 2011 Incentive Performance Award Plan, as amended to date.

“LMC Disclosure Letter” means the confidential letter delivered by LMC to RMT Parent immediately prior to the execution of this Agreement.

“LMC Entity” means LMC or any of its Subsidiaries.

“LMC IPAPs” means the LMC 2003 IPAP and the LMC 2011 IPAP.

“LMC JV Interests” means the equity interests in the JV Entities owned, directly or indirectly, by LMC as of the date hereof.

“LMC Performance Share Unit” means a performance share unit awarded under the LMC 2011 IPAP, which unit represents the right to receive a share of LMC Common Stock upon the achievement of certain stated performance goals in respect of a relevant performance period under the terms and conditions set forth in the underlying award agreement in respect thereof.

“LMC Restricted Stock Unit” means a restricted stock unit awarded under the LMC 2011 IPAP, which unit represents the right to receive a share of LMC Common Stock under the terms and conditions set forth in the underlying award agreement in respect thereof.

“LMC SEC Documents” means all forms, reports, statements, schedules and other documents filed by LMC with, or furnished by LMC to, the SEC since January 1, 2013.

“LMC Stock Option” means a stock option awarded under an LMC IPAP, which option represents the right to acquire a share of LMC Common Stock upon payment of the exercise price under the terms and conditions set forth in the underlying award agreement in respect thereof.

“LMC Stock Value” means the closing per-share price of LMC Common Stock, trading regular way with due bills, on the last full trading session prior to the Merger Effective Time, as listed on the NYSE.

“Marketing Period” means the first period of 15 consecutive Business Days commencing after the date of this Agreement throughout which and on the first day and last day of which (i) RMT Parent shall have received the Required Financial Statements; and (ii) the conditions set forth in Sections 8.01 and Section 8.02 shall have been satisfied (except for any conditions that by their nature can only be satisfied on the Closing Date, but subject to the satisfaction of such conditions or waiver by the Party entitled to waive such conditions) and nothing has occurred and no condition or state of facts exists that would cause any of the conditions set forth in Sections 8.01 and Section 8.02 to fail to be satisfied assuming the Closing were to be scheduled for any time during such 15 consecutive Business Day period; provided, that if the financial statements included in the Required Financial Statements that are available to RMT Parent on the first day of any such 15 consecutive Business Day period would not be sufficiently current on any day during such 15 consecutive Business Day period to permit (x) a registration statement filed by Spinco using such financial statements to be declared effective by the SEC on the last day of the 15 consecutive Business Day period and (y) LMC and/or Spinco’s independent auditors to issue a customary comfort letter (in accordance with its normal practices and procedures) on the last day of the 15 consecutive Business Day period (any documents complying with the requirements of clauses (x) and (y), mutatis mutandis, “Compliant Documents”), then a new 15 consecutive Business Day period shall commence upon RMT Parent receiving updated Required Financial Statements that would be sufficiently current to permit the actions described in clauses (x) and (y) above on the last day of such 15 consecutive

Business Day period; provided further, that the Marketing Period shall be deemed not to have commenced if, (1) prior to the completion of such 15 consecutive Business Day period, LMC and/or Spingo's independent auditors shall have withdrawn its audit opinion with respect to any of the financial statements contained in the Required Financial Statements in which case the Marketing Period shall not be deemed to commence unless and until a new unqualified audit opinion is issued with respect to the applicable Required Financial Statements by LMC and/or Spingo's independent auditors, another "big four" accounting firm or another independent public accounting firm reasonably acceptable to RMT Parent, (2) LMC or Spingo shall have publicly announced any intention to restate any material financial information included in the Required Financial Statements or that any such restatement is under consideration or may be a possibility, in which case the Marketing Period shall be deemed not to commence unless and until such restatement has been completed and the LMC SEC Documents have been amended or LMC has determined that no restatement shall be required under GAAP or (3) LMC or Spingo shall have been late in filing any material report with the SEC required under the Exchange Act, in which case the Marketing Period shall be deemed not to commence at the earliest unless and until such delinquency is cured; provided further, that if such 15 consecutive Business Day period has not ended prior to August 20, 2016, such period shall not commence prior to September 6, 2016 or (ii) ended prior to December 21, 2016, such period shall not commence prior to January 2, 2017; provided, further that such 15 Business Day period shall not be required to be consecutive to the extent it would include November 21, 2016 through November 25, 2016 (which dates shall not count towards satisfying such 15 Business Day requirement) and in no event will such 15 consecutive Business Day period extend beyond the Termination Date. Notwithstanding the foregoing, the Marketing Period shall end on any earlier date that is the date on which the proceeds of (A) the Spingo Financing is obtained and are sufficient to pay the Spingo Special Cash Payment and (B) the RMT Financing is obtained and are sufficient to pay the RMT Parent Special Dividend. If LMC shall in good faith reasonably believe that it has provided the Required Financial Statements to RMT Parent and that the Required Financial Statements qualifies as a Compliant Document, LMC may deliver to RMT Parent a written notice to that effect (stating the date on which it believes it completed such delivery), in which case LMC shall be deemed to have complied with the requirement to deliver Required Financial Statements that qualifies as a Compliant Document (in which case, such 15 consecutive Business Day period shall be deemed to have commenced on the date such notice is received by RMT Parent unless RMT Parent in good faith reasonably believes that LMC has not completed the delivery of Required Financial Statements that qualifies as a Compliant Document and, within three Business Days after the delivery of such notice by LMC, delivers a written notice to LMC to that effect (stating with reasonable specificity which Required Financial Statements RMT Parent believes LMC has not delivered or does not qualify as a Compliant Document at that time).

"NISPOM" means the National Industrial Security Program Operating Manual issued by the United States Department of Defense as it may be amended or supplemented from time to time.

"Non-U.S. RMT Parent Employee" means any RMT Parent Employee who is employed primarily outside (or, in the case of any expatriate RMT Parent Employee, whose home country is outside) the United States immediately prior to the Closing.

“Non-U.S. Spinco Business Employee” means any Spinco Business Employee who is employed primarily outside (or, in the case of any expatriate Spinco Business Employee, whose home country is outside) the United States immediately prior to the Closing.

“OCI” means an organizational conflict of interest, as defined in Federal Acquisition Regulation subpart 9.5, the provisions of the Weapons Systems Acquisition Reform Act of 2009 or any applicable provision of the Defense Federal Acquisition Regulation Supplement.

“Parent Cash Distribution” has the meaning set forth in the Separation Agreement.

“Permits” means all federal, state, local or foreign permits, grants, easements, consents, approvals, authorizations, exemptions, licenses, franchises, certificates or Governmental Orders of or issued by any Governmental Authority that are required for a Party to own its assets or conduct its business as it is being conducted on the date of this Agreement or as of the Closing Date.

“Permitted Liens” means (a) statutory liens for current Taxes not yet due or delinquent or the validity or amount of which is being contested in good faith by appropriate proceedings and for which adequate accruals or reserves have been established in accordance with GAAP on the applicable financial statements; (b) (i) in the case of LMC and Spinco, Liens approved in writing by RMT Parent or any of its Representatives after the date hereof, and (ii) in the case of RMT Parent and Merger Sub, Liens approved in writing by LMC or any of its Representatives after the date hereof; (c) mechanics’, materialmens’, carriers’, workers’, repairers’ and other similar Liens or security obligations incurred in the ordinary course of business and arising by operation of law or the validity or amount of which is being contested in good faith by appropriate proceedings and for which accruals or reserves have been established in accordance with GAAP; (d) pledges, deposits or other Liens securing the performance of bids, trade contracts, leases or statutory obligations (including workers’ compensation, unemployment insurance or other social security legislation); (e) Liens and other imperfections of title that do not materially detract from the value or materially impair the use or occupancy of the property to which they relate in the conduct of the Spinco Business or the business of RMT Parent and its Subsidiaries, as the case may be, as currently conducted; (f) Liens arising under conditional sales contracts and equipment leases with third parties and other Liens arising on assets and products sold in the ordinary course of business; (g) Liens on leases, subleases, easements, licenses, rights of use, rights to access and rights of way arising therefrom or benefiting or created by any superior estate, right or interest; (h) any zoning, entitlement, conservation restriction and other land use and environmental regulations by Governmental Authorities; (i) all covenants, conditions, restrictions, easements, charges, rights of way and other similar matters of record set forth in any state, local or municipal recording or like office; (j) Liens that would be disclosed by an accurate survey or inspection of the real property, including minor encroachments, minor variations, if any, between Tax lot lines and property lines, and minor deviations, if any, of fences or shrubs from designated property lines; (k) Liens that will be released at or prior to the Closing; (l) standard printed survey and title exceptions contained in the form of title insurance policy if issued by a nationally reputable title insurance company; (m) Liens identified in the Spinco Financial Statements; and (n) Liens reserved or created pursuant to any Transaction Document or any of the Financing Agreements; provided, that in the case of each of the items in clauses (g) through (j) and (l) above, none of the items described therein, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the use or occupancy of the property to which they relate in the conduct of the Spinco Business or the business of RMT Parent and its Subsidiaries, as the case may be, as currently conducted.

“Person” means an individual, a corporation, a general partnership, a limited partnership, a limited liability company, a limited liability partnership, a joint venture, an association, a trust or any other entity or organization, including a Governmental Authority or any department or agency thereof.

“Proceeding” means any proceeding (public or private), litigation, suit, arbitration, dispute, demand, claim, charge, action, cause of action, subpoena, inquiry, governmental audit or investigation before any court, grand jury, Governmental Authority or any arbitration or mediation tribunal or authority.

“Qualified Spinco Common Stock” means Spinco Common Stock that was not acquired directly or indirectly pursuant to the plan (or series of related transactions) which includes the Distribution (within the meaning of Section 355(e) of the Code); provided, that for the avoidance of doubt, Spinco Common Stock actually acquired in the Distribution shall be Qualified Spinco Common Stock unless acquired with respect to or in exchange for LMC Common Stock that was acquired as part of such a plan (or series of related transactions) which includes the Distribution (within the meaning of Section 355(e) of the Code).

“Record Date” has the meaning set forth in the Separation Agreement.

“Registered” means issued by, registered or filed with, renewed by or the subject of a pending application before any Governmental Authority or Internet domain name registrar.

“Representatives” means, with respect to a Person, each of its respective directors, officers, attorneys, accountants, employees, advisors or agents.

“Retained LMC Entity” means any LMC Entity that is neither a JV Entity nor a Transferred Subsidiary.

“RMT Parent Charter” means the Certificate of Incorporation of RMT Parent.

“RMT Parent Common Stock” means the common stock, par value \$0.0001 per share, of RMT Parent.

“RMT Parent Disclosure Letter” means the confidential disclosure letter delivered by RMT Parent to LMC immediately prior to the execution of this Agreement.

“RMT Parent Employee” means any employee of RMT Parent or any of its Subsidiaries.

“RMT Parent Entity” means any of RMT Parent or any of its Subsidiaries.

“RMT Parent Leased Real Property” means real property leased or subleased by RMT Parent or its Subsidiaries, as tenant.

“RMT Parent Material Adverse Effect” means any event, circumstance, change in or effect on RMT Parent and its Subsidiaries that, individually or in the aggregate, is or would reasonably be expected to be materially adverse to the business, results of operations or the financial condition of RMT Parent and its Subsidiaries, taken as a whole; provided, however, that none of the following, either alone or in combination, shall be deemed to constitute a “RMT Parent Material Adverse Effect,” or be taken into account in determining whether there has been a “RMT Parent Material Adverse Effect”: (a) events, circumstances, changes or effects that generally affect the industries or segments thereof in which RMT Parent operates, including legal and regulatory changes; (b) general business, economic or political conditions (or changes therein); (c) events, circumstances, changes or effects affecting the financial, credit or securities markets in the United States or in any other country or region in the world, including changes in interest rates or foreign exchange rates; (d) events, circumstances, changes or effects arising out of, or attributable to, the announcement of the execution of, or the consummation of the transactions contemplated by, this Agreement or any other Transaction Document, the identity of LMC, including with respect to employees, customers, distributors, suppliers, financing sources, landlords, licensors, licensees or sub-licensees (provided, that this clause (d) shall not apply with respect to the matters described in Sections 5.04 and 5.05); (e) events, circumstances, changes or effects arising out of, or attributable to, strikes, slowdowns, lockouts or work stoppages (pending or threatened); (f) events, circumstances, changes or effects arising out of, or attributable to, acts of armed hostility, sabotage, terrorism or war (whether or not declared), including any escalation or worsening thereof; (g) events, circumstances, changes or effects arising out of, or attributable to, earthquakes, hurricanes, tsunamis, tornadoes, floods or other natural disasters, weather-related conditions, explosions or fires, or any force majeure events in any country or region in the world; (h) events, circumstances, changes or effects arising out of, or attributable to, changes (or proposed changes) or modifications in GAAP, other applicable accounting standards or Applicable Law or the interpretation or enforcement thereof; or (i) events, circumstances, changes or effects arising out of, or attributable to, (1) the failure by RMT Parent to meet any internal or other estimates, expectations, forecasts, plans, projections or budgets for any period or (2) any change in RMT Parent’s stock price or trading volume (it being understood in the case of each of clauses (1) and (2) that the underlying cause of, or factors contributing to, such failure or change may be taken into account in determining whether an RMT Parent Material Adverse Effect has occurred); except, in the case of clauses (a), (b), (c), (e), (f), (g) or (h) to the extent that such event, circumstance, change or effect has a disproportionate effect on RMT Parent and its Subsidiaries, taken as a whole, as compared with other participants in the industries in which RMT Parent and its Subsidiaries operate.

“RMT Parent Owned Real Property” means the real property owned by RMT Parent or its Subsidiaries.

“RMT Parent Performance Share Units” means all restricted share units payable in shares of RMT Parent Common Stock or whose value is determined with reference to the value of shares of RMT Parent Common Stock, in each case, that are subject to any performance-based vesting criteria.

“RMT Parent Preferred Stock” means preferred stock, par value \$0.0001 per share, of RMT Parent.

“RMT Parent Recommendation” means the recommendation of the RMT Parent Board that RMT Parent stockholders vote in favor of the RMT Parent Share Issuance at the RMT Parent Stockholders’ Meeting.

“RMT Parent RSUs” means all restricted share units payable in shares of RMT Parent Common Stock or whose value is determined with reference to the value of shares of RMT Parent Common Stock, in each case, that are not subject to any performance-based vesting criteria.

“RMT Parent SEC Documents” means all forms, reports, statements, schedules and other documents filed by RMT Parent with, or furnished by RMT Parent to, the SEC since January 1, 2013.

“RMT Parent Share Issuance” means the issuance of shares of RMT Parent Common Stock to the stockholders of Spinco in connection with the Merger.

“RMT Parent Stock Awards” means RMT Parent Stock Options, RMT Parent RSUs, RMT Parent Performance Share Units, RMT Parent Stock Equivalents and any other equity or equity-based awards granted pursuant to the RMT Parent Stock Plans.

“RMT Parent Stock Equivalents” means each outstanding right of any kind, contingent or accrued, to acquire or receive shares of RMT Parent Common Stock or benefits measured by the value of shares of RMT Parent Common Stock, and each award of any kind consisting of shares of RMT Parent Common Stock that may be held, awarded, outstanding, payable or reserved for issuance under the RMT Parent Stock Plans and any other RMT Parent Plans, other than RMT Parent Stock Options, RMT Parent RSUs and RMT Parent Performance Share Units.

“RMT Parent Stock Options” means all stock options to acquire shares of RMT Parent Common Stock from RMT Parent.

“RMT Parent Stock Plans” means the 2006 Equity Incentive Plan, the 2006 Employee Stock Purchase Plan and each RMT Parent Plan providing for the grant of RMT Parent Stock Awards.

“RMT Parent Stock Value” means the opening per-share price of RMT Parent Common Stock on the first full trading session following the Merger Effective Time, as listed on the NYSE.

“RMT Parent Stockholder Approval” means the approval of the RMT Parent Share Issuance at the RMT Parent Stockholders’ Meeting by the affirmative vote of a majority of the voting power of the shares of RMT Parent Common Stock present in person or represented by proxy and voting on the issue at the RMT Parent Stockholders’ Meeting.

“RSU Conversion Ratio” means a number equal to the LMC Stock Value divided by the RMT Parent Stock Value.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder, as the same shall be in effect from time to time.

“Separation” has the meaning set forth in the Separation Agreement.

“Separation Agreement” means the Separation Agreement, dated as of the date hereof, by and between LMC and Spinco.

“Spinco Business” has the meaning set forth in the Separation Agreement.

“Spinco Business Employee” has the meaning set forth in the Separation Agreement.

“Spinco Companies” has the meaning set forth in the Separation Agreement.

“Spinco Debt” has the meaning set forth in the Separation Agreement.

“Spinco Intellectual Property” means, together, the Transferred Intellectual Property and the Licensed Intellectual Property.

“Spinco Material Adverse Effect” means any event, circumstance, change in or effect on the Spinco Business that, individually or in the aggregate, is or would reasonably be expected to be materially adverse to the business, results of operations or the financial condition of the Spinco Business, taken as a whole; provided, however, that none of the following, either alone or in combination, shall be deemed to constitute a “Spinco Material Adverse Effect,” or taken into account in determining whether there has been a “Spinco Material Adverse Effect”: (a) events, circumstances, changes or effects that generally affect the industries or segments thereof in which the Spinco Business operates, including legal and regulatory changes; (b) general business, economic or political conditions (or changes therein); (c) events, circumstances, changes or effects affecting the financial, credit or securities markets in the United States or in any other country or region in the world, including changes in interest rates or foreign exchange rates; (d) events, circumstances, changes or effects arising out of, or attributable to, the announcement of the execution of, or the consummation of the transactions contemplated by, this Agreement or any other Transaction Document (including the Internal Reorganization, the Distribution and the Merger), the identity of RMT Parent, including with respect to employees, customers, distributors, suppliers, financing sources, landlords, licensors, licensees, sub-licensees or co-promotion partners (provided, that this clause (d) shall not apply with respect to the matters described in Sections 4.05 and 4.06); (e) events, circumstances, changes or effects arising out of, or attributable to, strikes, slowdowns, lockouts or work stoppages (pending or threatened); (f) events, circumstances, changes or effects arising out of, or attributable to, acts of armed hostility, sabotage, terrorism or war (whether or not declared), including any escalation or worsening thereof; (g) events, circumstances, changes or effects arising out of, or attributable to, earthquakes, hurricanes, tsunamis, tornadoes, floods or other natural disasters, weather-related conditions, explosions or fires, or any force majeure events in any country or region in the world; (h) events, circumstances, changes or effects arising out of, or attributable to, changes (or proposed changes) or modifications in GAAP, other applicable accounting standards or Applicable Law or the interpretation or enforcement thereof; or (i) events, circumstances, changes or effects arising out of, or attributable to, (1) the failure by the Spinco Business to meet any internal or other estimates, expectations, forecasts, plans, projections or budgets for any

period or (2) any change in LMC's stock price or trading volume (it being understood in the case of each of clauses (1) and (2) that the underlying cause of, or factors contributing to, such failure or change may be taken into account in determining whether a Spinco Material Adverse Effect has occurred); except, in the case of clauses (a), (b), (c), (e), (f), (g) or (h) to the extent that such event, circumstance, change or effect has a disproportionate effect on the Spinco Business, taken as a whole, as compared with other participants in the industries in which the Spinco Business operates.

"Spinco Leased Real Property" has the meaning set forth in the Separation Agreement.

"Spinco Leases" has the meaning set forth in Section 4.13(a).

"Spinco Owned Real Property" has the meaning set forth in the Separation Agreement.

"Spinco Special Cash Payment" has the meaning set forth in the Separation Agreement.

"Spinco Specified Financing Costs" means all fees and expenses under or in connection with the Spinco Financing to the extent payable under the terms of the Spinco Commitment Letter or any or any fee letter related thereto, including arranger fees, commitment fees, upfront fees (with any original issue discount and/or underwriting discount or fees being deemed to be upfront fees for this purpose), interest expense for periods up to and including the Closing Date, and any amounts required to reimburse the financing sources providing the Spinco Financing, including costs of counsel to such financing sources, in each case only to the extent paid by Spinco on or prior to the Closing Date (if any).

"Spinco Subsidiary Acquisition Agreement" has the meaning set forth in the Separation Agreement.

"Spinco Transfer" has the meaning set forth in the Separation Agreement.

"Subsidiary" means with respect to any Person, any other Person of which the specified Person, either directly or through or together with any other of its Subsidiaries, owns more than 50% of the voting power in the election of directors or their equivalents, other than as affected by events of default.

"Superior Proposal" means an unsolicited written bona fide offer or proposal made by a third party with respect to a Competing RMT Parent Transaction on terms and conditions that the RMT Parent Board determines, in its good faith judgment, after consulting with a financial advisor of internationally recognized reputation and external legal counsel, and taking into account all legal, financial and regulatory and other aspects of the proposal, including availability of financing, and any changes to the terms of this Agreement proposed by LMC in response to such offer or proposal, or otherwise, to be (a) more favorable from a financial point of view, to the stockholders of RMT Parent than the Merger; and (b) reasonably expected to be consummated. For purposes of the definition of "Superior Proposal," each reference to "20%" in the definition of "Competing RMT Parent Transaction" shall be replaced with "50%."

"Tax" or "Taxes" has the meaning set forth in the Tax Matters Agreement.

“Tax-Free Status” has the meaning set forth in the Tax Matters Agreement.

“Tax-Free Status of the External Transactions” means the Tax-Free Status, but only as applies to the Spinco Transfer, Distribution, Parent Cash Distribution and Merger.

“Tax Matters Agreement” has the meaning set forth in the Separation Agreement.

“Tax Representation Letters” means Tax representation letters containing normal and customary representations and covenants, substantially in compliance with IRS published advance ruling guidelines, and with customary assumptions, exceptions and modifications thereto, reasonably satisfactory in form and substance to LMC Tax Counsel and RMT Parent Tax Counsel in light of the facts and the conclusions to be reached in the RMT Parent Merger Tax Opinion and the LMC Tax Opinions, executed by RMT Parent, Spinco and LMC, and other parties, if required, as reasonably agreed by the Parties.

“Tax Returns” has the meaning set forth in the Tax Matters Agreement.

“Teaming Agreement” means each teaming or similar agreement to which a Party or its Subsidiary is a party (i) with respect to which the applicable term has not yet expired, (ii) which has not been terminated pursuant to its terms, or (iii) which has not been superseded by the award of the Contract for which the teaming agreement was entered into.

“Termination Fee” means \$150,000,000 (less, if applicable, any amounts paid by RMT Parent to LMC pursuant to Section 9.03(b)).

“Transaction Documents” has the meaning set forth in the Separation Agreement.

“Transfer Regulations” has the meaning set forth in the Employee Matters Agreement.

“Transfer Taxes” has the meaning set forth in the Tax Matters Agreement.

“Transferred Assets” has the meaning set forth in the Separation Agreement.

“Transferred Facilities” has the meaning set forth in the Separation Agreement.

“Transferred Intellectual Property” has the meaning set forth in the Separation Agreement.

“Transferred Leased Real Property” has the meaning set forth in the Separation Agreement.

“Transferred Subsidiaries” means Spinco and each of the Spinco Companies, excluding the JV Entities.

“UK Spinco Business Employee” means any Spinco Business Employee assigned to the Spinco Business in the United Kingdom and employed by Parent or an Affiliate immediately prior to the Distribution Date who is designated as such on the schedule of Spinco Business Employees as of the Closing delivered to RMT Parent pursuant to the Employee Matters Agreement.

“Union Employee” means an employee who is represented by a union and whose terms and conditions of employment are subject to a collective bargaining agreement and, in the case of LMC, who is primarily dedicated to the Spinco Business.

“U.S. RMT Parent Employee” means any RMT Parent Employee who is employed primarily in (or, in the case of any expatriate RMT Parent Employee, whose home country is) the United States immediately prior to the Closing.

“U.S. Spinco Business Employee” means any Spinco Business Employee who is employed primarily in or, in the case of any expatriate Spinco Business Employee, whose home country is, the United States immediately prior to the Closing.

(b) “To the knowledge,” “known by,” “known” or “aware of” (and any similar phrase) means (i) with respect to LMC, to the actual knowledge of the Chairman and Chief Executive Officer, the Executive Vice President and Chief Financial Officer, the Vice President and Controller and the Senior Vice President – Human Resources, (ii) with respect to the Spinco Business, to the actual knowledge of the Executive Vice President – Information Systems & Global Solutions, the Vice President and General Manager – Defense & Intelligence Solutions, the Vice President – Strategy & Business Development and Valley Forge, PA General Manager – IS&GS, the Vice President – Finance & Business Operations, and the Vice President – Human Resources, (iii) with respect to RMT Parent, to the actual knowledge of the Chief Executive Officer, the Chief Financial Officer, the Chief Accounting Officer and the Chief Human Resources Officer, and (iv) with respect to Merger Sub, to the actual knowledge of the Secretary.

(c) Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Alternative Financing	Section 7.08(b)
Alternative RMT Commitment Letter	Section 7.08(a)
Alternative Spinco Commitment Letter	Section 7.08(b)
BoA	Section 4.07(f)
BTMU	Section 4.07(f)
Burdensome Condition	Section 7.06(b)
Certificate of Merger	Section 2.02
CGMI	Section 4.07(f)
Change in the RMT Parent Recommendation	Section 7.03(d)
Closing	Section 2.02
Commitment Letters	Section 5.06(d)
Confidentiality Agreement	Section 7.14(a)
Corrective Changes	Section 7.17
Distribution	Recitals
ERISA	Section 4.14(a)
ERISA Affiliate	Section 4.14(d)

Exchange Agent	Section 3.01(a)
Exchange Fund	Section 3.01(a)
Exchange Offer	Recitals
Financial Support Arrangement Release	Section 7.07
Financings	Section 5.06(d)
Financing Agreements	Section 7.08(a)
GS	Section 4.07(f)
Intervening Event	Section 7.03(d)(i)
JPMCB	Section 4.07(f)
JPMS	Section 4.07(f)
Lenders	Section 5.06(d)
LMC	Preamble
LMC Board	Recitals
LMC Common Stock	Recitals
LMC Merger Tax Opinion	Section 8.03(b)(i)(1)
LMC Plans	Section 4.14(b)
LMC Separation Tax Opinion	Section 8.03(b)(i)(2)
LMC Tax Counsel	Section 8.03(b)
LMC Tax Opinions	Section 8.03(b)(i)(2)
LMC Union Contracts	Section 4.15
Merger	Recitals
Merger Consideration	Section 2.04(a)
Merger Effective Time	Section 2.02
Merger Sub	Preamble
Merger Sub Board	Recitals
MLPFS	Section 4.07(f)
Non-U.S. LMC Plan	Section 4.14(b)
Non-U.S. RMT Parent Plans	Section 5.13(b)
Non-U.S. Spinco Plan	Section 4.14(b)
Notice of Superior Proposal	Section 7.03(d)(ii)(1)
Notice Period	Section 7.03(d)(ii)(2)
Owned Intellectual Property	Section 5.11(a)
Parties	Preamble
Party	Preamble
PII	Section 4.12(c)
Proxy Statement	Section 7.01(a)
Registration Statements	Section 7.01(a)
Required Financial Statement	Section 7.08(d)
Revised Transaction Proposal	Section 7.03(d)(ii)(2)
RMT Alternative Financing	Section 7.08(a)
RMT Commitment Letter	Section 5.06(d)
RMT Financing	Section 5.06(d)
RMT Financing Agreements	Section 7.08(a)
RMT Leases	Section 5.12(a)
RMT Lenders	Section 5.06(d)
RMT Parent	Preamble

RMT Parent Board	Recitals
RMT Parent Capitalization Breach	Section 2.04(c)
RMT Parent Capitalization Date	Section 5.03(a)
RMT Parent Group	Section 7.07
RMT Parent License	Section 5.11(d)
RMT Parent Material Contracts	Section 5.16(a)
RMT Parent Merger Tax Opinion	Section 8.02(b)
RMT Parent Plans	Section 5.13(b)
RMT Parent Registration Statement	Section 7.01(a)
RMT Parent Special Dividend	Section 2.09
RMT Parent Stockholders' Meeting	Section 7.02
RMT Parent Tax Counsel	Section 8.02(b)
RMT Parent Union Contracts	Section 5.14
Schedule TO	Section 7.01(a)
Signing Transaction Documents	Section 8.02(a)
Spinco	Preamble
Spinco Alternative Financing	Section 7.08(b)
Spinco Assignment Recordations	Section 7.17
Spinco Audited Financial Statements	Section 7.16(a)
Spinco Board	Recitals
Spinco Commitment Letter	Section 4.07(f)
Spinco Common Stock	Recitals
Spinco Financial Statements	Section 4.07(a)
Spinco Financing	Section 4.07(f)
Spinco Financing Agreements	Section 7.08(b)
Spinco Leases	Section 4.13(a)
Spinco Lenders	Section 4.07(f)
Spinco Material Contracts	Section 4.17(a)
Spinco Registration Statement	Section 7.01(a)
Spinco Shares	Section 2.04(a)
Spinco Stockholder Consent	Section 4.05(c)
Surviving Corporation	Section 2.01
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SEPARATION AGREEMENT

Dated as of January 26, 2016

By and Between

LOCKHEED MARTIN CORPORATION

and

ABACUS INNOVATIONS CORPORATION

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SEPARATION AGREEMENT

This Separation Agreement (together with the Exhibits, Attachments and Schedules hereto, this "Agreement") is made as of the 26th day of January 2016, by and between Lockheed Martin Corporation, a Maryland corporation ("Parent"), and Abacus Innovations Corporation, a Delaware corporation and wholly owned Subsidiary of Parent ("Spinco"). Each of Parent and Spinco is sometimes referred to individually as a "Party," and collectively they are sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, Parent, among other things, is engaged, directly and indirectly through certain of its Subsidiaries, in the Spinco Business;

WHEREAS, the Board of Directors of Parent has determined that it is in the best interests of Parent and its stockholders to separate the Spinco Business from the remaining businesses of Parent and its Subsidiaries (the "Separation"), on the terms and conditions set forth in this Agreement and the other Transaction Documents;

WHEREAS, pursuant to the Agreement and Plan of Merger dated of even date herewith, (the "Merger Agreement"), among Parent, Spinco, Leidos Holdings, Inc., a Delaware corporation ("Merger Partner") and Lion Merger Co., a Delaware corporation and wholly owned subsidiary of Merger Partner ("Merger Partner Sub"), immediately following the Distribution, Merger Partner Sub will merge with and into Spinco (the "Merger") and, in connection with the Merger, Spinco Common Stock will be converted into shares of common stock of Merger Partner on the terms and conditions set forth in the Merger Agreement;

WHEREAS, upon the terms and conditions set forth in this Agreement, Parent desires to reorganize the Spinco Business so that it is conducted through Spinco and Subsidiaries of Spinco;

WHEREAS, in connection with the reorganization of the Spinco Business, Parent desires to transfer, or to cause the Affiliated Transferors to transfer, to the Spinco Companies certain of the assets held, owned or used by Parent and the Affiliated Transferors to conduct the Spinco Business, and to assign certain liabilities associated with the Spinco Business to the Spinco Companies, and the Spinco Companies desire to receive such assets and assume such liabilities;

WHEREAS, in connection with the reorganization of the Spinco Business, Spinco desires to transfer, or to cause the Spinco Subsidiaries to transfer, to the Parent Companies certain of the assets held, owned or used by Spinco and the Spinco Subsidiaries to conduct the Parent Business, and to assign certain liabilities associated with the Parent Business to the Parent Companies, and Parent desires to receive such assets and assume such liabilities;

WHEREAS, to implement the Separation, following the internal reorganization of the Spinco Business as set forth in Attachment I (the "Internal Reorganization") and upon the terms and conditions set forth in this Agreement, the Board of Directors of Parent has determined either to (a) distribute, without consideration, all of the then outstanding shares of capital stock of Spinco to Parent's stockholders by way of a *pro rata* dividend (the "One-Step Spin-Off"), or

(b) consummate an offer to exchange shares of Spinco Common Stock for currently outstanding shares of Parent Common Stock (the “Exchange Offer”) and, in the event that Parent’s stockholders subscribe for less than all of the Spinco Common Stock in the Exchange Offer, distribute, without consideration and *pro rata* to holders of Parent Common Stock, any unsubscribed Spinco Common Stock on the Distribution Date immediately following the consummation of the Exchange Offer so that Parent may be treated for U.S. federal income Tax purposes as having distributed all of the Spinco Common Stock to its stockholders (the “Clean-Up Spin-Off”);

WHEREAS, the disposition by Parent of the Spinco Common Stock to Parent stockholders, whether by way of the One-Step Spin-Off or the Exchange Offer (followed by any Clean-Up Spin-Off, if necessary), is referred to as the “Distribution”;

WHEREAS, Parent and Spinco contemplate that, concurrently with or immediately prior to the Internal Reorganization and on the terms and conditions set forth in this Agreement and the other Transaction Documents, Spinco will enter into the definitive debt financing arrangements contemplated by the Spinco Commitment Letter and as further described in this Agreement and in the Merger Agreement (the “Spinco Financing Arrangements”);

WHEREAS, in connection with the Separation, Parent and Spinco each have determined that it is appropriate for Spinco to pay the Spinco Special Cash Payment to Parent on the terms and conditions set forth in this Agreement and in the Merger Agreement;

WHEREAS, the Parties intend that, for U.S. federal income Tax purposes, the Internal Reorganization, the Spinco Transfer, the Parent Cash Distribution and the Distribution will be treated as contemplated by the Tax Matters Agreement and, accordingly, that the (a) Spinco Transfer and the Distribution, taken together, qualify as a “reorganization” within the meaning of Section 368(a)(1)(D) of the Code and that each of Parent and Spinco will be a “party to the reorganization” within the meaning of Section 368(b) of the Code, (b) the Distribution, as such, qualifies as a distribution of Spinco Common Stock to Parent’s shareholders pursuant to Section 355 of the Code, and (c) the Parent Cash Distribution qualifies as money distributed to Parent creditors or shareholders in connection with the reorganization for purposes of Section 361(b) of the Code;

WHEREAS, it is a condition to the Merger that, prior to the Merger Effective Time, the Internal Reorganization, the Spinco Transfer, the Spinco Special Cash Payment and the Distribution will have been completed;

WHEREAS, the Parties are entering into the Tax Matters Agreement and the Employee Matters Agreement contemporaneously with this Agreement; and

WHEREAS, the treatment of outstanding Parent stock options, performance stock units, restricted stock units and other types of equity incentive awards in connection with the Merger will be as set forth in the Merger Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Agreement shall have the meanings specified in Exhibit A.

ARTICLE II INTERNAL REORGANIZATION AND SEPARATION

Section 2.01 Internal Reorganization. At or prior to the Distribution Effective Time, to the extent not already completed, each of Parent and Spinco shall, and shall cause their Affiliates to, take such steps (which may include transfers of shares or other equity interests, formation of new entities and/or declarations of dividends) as may be necessary or desirable to effect the Internal Reorganization.

Section 2.02 Conveyance of Assets; Assumption and Discharge of Liabilities.

(a) Except as otherwise expressly provided herein or in any of the other Transaction Documents, and except to the extent previously effected pursuant to the Internal Reorganization, upon the terms and subject to the conditions set forth in this Agreement, effective as of immediately prior to the Distribution Effective Time:

(i) Parent will assign, transfer, convey and deliver ("Transfer"), or will cause the Affiliated Transferors to Transfer, to Spinco or to one or more Spinco Companies as Spinco may designate, and Spinco will accept from Parent (or the applicable Affiliated Transferor), or will cause any applicable Spinco Subsidiary to accept, all of Parent's and the applicable Affiliated Transferors' respective right, title and interest in and to all of the Transferred Assets, including the equity interests in the Spinco Subsidiaries (it being understood that any Transferred Assets that are already held by a Spinco Subsidiary as of the Distribution Effective Time will continue to be held by such Spinco Subsidiary);

(ii) Parent will Transfer, or will cause the Affiliated Transferors to Transfer, to Spinco or to one or more Spinco Companies as Spinco may designate, and Spinco will (or will cause the Spinco Subsidiaries as applicable to) assume, perform, timely pay and discharge when due, fulfill when due and comply with all of the Assumed Liabilities in accordance with their respective terms (it being understood that any Assumed Liabilities that are already Liabilities of a Spinco Subsidiary as of the Distribution Effective Time will continue to be Liabilities of such Spinco Subsidiary);

(iii) Spinco will, and Parent will cause Spinco to, Transfer, or cause the applicable Spinco Subsidiaries to Transfer, to Parent or to such other Parent Companies as Parent may designate (provided such Parent Companies are adequately capitalized immediately following such Transfer), all of Spinco's and the applicable Spinco Subsidiaries' respective right, title and interest in and to all of the Excluded Assets (it being understood that any Excluded Assets that are already held by a Parent Company as of the Distribution Effective Time will continue to be held by such Parent Company); and

(iv) Spinco will, and Parent will cause Spinco to, Transfer, or will cause the applicable Spinco Subsidiaries to Transfer, to Parent or to such other Parent Companies as Parent may designate (provided such Parent Companies are adequately capitalized immediately following such Transfer), and Parent will (or will cause the other Parent Companies as applicable to) assume, perform, timely pay and discharge when due, fulfill when due and comply with all of the Excluded Liabilities in accordance with their respective terms (it being understood that any Excluded Liabilities that are already Liabilities of a Parent Company as of the Distribution Effective Time will continue to be Liabilities of such Parent Company).

(b) In the event that any Transfer of an Asset or assumption of a Liability required by any of the Transaction Documents is not effected at or before the Distribution Effective Time, the obligation to Transfer such Asset or assume such Liability shall continue after the Distribution Effective Time and shall be accomplished as soon thereafter as practicable, subject to the terms and conditions set forth in the Transaction Documents.

(c) From and after the Distribution Effective Time, each Party shall promptly Transfer or cause the other members of its Group promptly to Transfer to the other Party or the appropriate member of the other Party's Group, from time to time, any property received that is allocated to the other Party or a member of the other Party's Group pursuant to this Agreement or the other Transaction Documents. Without limiting the foregoing and without limiting the provisions of Section 8.06, in the event any Party (or any of the other Parent Companies or other Spinco Companies, as applicable) shall, after the Distribution Effective Time, receive funds upon the payment of accounts receivable or other amounts under Contracts or other Assets or Liabilities that are allocated to a member of the other Group pursuant to this Agreement or the other Transaction Documents, such Party will Transfer, or cause to be Transferred, such funds to the applicable member of the other Group by wire transfer promptly after the receiving party becomes aware of having received such funds.

(d) Notwithstanding anything in this Section 2.02, Section 2.03 or Section 2.04 to the contrary, no Parent Company or any of its Affiliates shall be required to undertake any action or arrangement contemplated by such section that would result in, or could reasonably be expected to result in, Tax treatment that is inconsistent with the Tax-Free Status.

Section 2.03 Assignment of Contracts and Rights by Parent Group.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to assign or otherwise sell, convey, sublicense or Transfer any Contract constituting a Transferred Asset, or any claim, right or benefit arising thereunder or resulting therefrom, or to enter into any other agreement or arrangement with respect thereto, if an attempted assignment, sale, conveyance, sublicense or Transfer thereof, or entering into any such agreement or arrangement, without the consent of a third party, would constitute a breach of, or other contravention under, any Contract to which any Parent Company is a party, be ineffective with respect to any party thereto or in any way adversely affect the

rights of any Parent Company or any Spinco Company thereunder. With respect to any such Contract (or any claim, right or benefit arising thereunder or resulting therefrom), from and after the date hereof, the Parties shall use reasonable best efforts (but without any payment of money or other transfer of value by any Party to any third party) to obtain any required consent for the assignment, sale, conveyance, sublicense or Transfer of such Contract to Spinco, or written confirmation from such parties reasonably satisfactory in form and substance to Parent confirming that such consent is not required. If a required consent is not obtained prior to the Distribution Effective Time with respect to any such Contract, then, if and to the extent permitted under, and subject to the terms of, such Contract, and subject to Applicable Law, Parent and Spinco shall cooperate to enter into, as of the Distribution Effective Time, a mutually agreeable arrangement under which (i) Spinco would obtain, through a subcontracting, sublicensing or subleasing arrangement or otherwise, the claims, rights and benefits of Parent Companies under such Contract in accordance with this Agreement, (ii) Spinco would assume all obligations of Parent Companies under such Contracts and agree to perform and discharge all obligations under such Contracts, and (iii) Parent Companies would enforce at Spinco's cost and at the reasonable request of and for the benefit of Spinco, any and all claims, rights and benefits of Parent Companies against any third party thereto arising from any such Contract; provided that neither Party shall be required to make any payment of money or other transfer of value in connection with any such arrangement. In the event Spinco shall elect to make any payment of money or other transfer of value, including any consent fee, transfer fee or similar arrangement, whether in connection with obtaining any consent under this Section 2.03(a) or entering into any arrangement contemplated by the preceding sentence (collectively, a "Consent Fee"), Spinco shall be solely responsible for such Consent Fee. Notwithstanding the foregoing provisions of this Section 2.03(a), in the case of commercial off-the-shelf ("COTS") software that is readily available, licensed pursuant to a standard non-negotiable "shrink wrap" or other license agreement and generally has a purchase price of \$10,000 or less per copy, instance, seat or user, Spinco shall have the sole responsibility for obtaining and shall use reasonable best efforts to obtain license rights to use such software at Spinco's cost and expense, and Parent shall have no obligation to assign or transfer, or to seek consent for the assignment or transfer of, or to grant any sublicense or other right in connection with, any such COTS software or any Contract related thereto; provided, however, that the foregoing shall not limit the terms of the Transition Services Agreement—Parent to Spinco or Section 11.03 of this Agreement; and provided, further, that upon reasonable request of Spinco, Parent shall provide reasonable assistance to Spinco in connection with obtaining such license rights.

(b) Parent Companies shall promptly pay to Spinco, when received, all monies received by Parent Companies under any Contract constituting a Transferred Asset or any claim, right or benefit arising thereunder not transferred to Spinco at the Distribution Effective Time as a result of the provisions of this Section 2.03. Spinco shall promptly reimburse Parent Companies (or pay at the request of Parent) any Assumed Liabilities not assumed by Spinco at the Distribution Effective Time as a result of the provisions of this Section 2.03, as well as all third party costs and expenses incurred or Damages suffered by Parent Companies in enforcing any claims, rights and benefits under any Contracts in accordance with Section 2.03(a).

(c) Without limiting the provisions of this Section 2.03, this Agreement shall not constitute an agreement of any Parent Company to Transfer any confidential or proprietary

data or information of any Person other than Parent and its Affiliates (“Third Party Proprietary Information”) to any Spinco Company, and shall not constitute an authorization to use such Third Party Proprietary Information, to the extent such attempted conveyance, transfer or delivery, or such use, without the consent of a third party, would constitute a breach of, or other contravention under, any confidentiality or similar agreement or other Contract to which any Parent Company is a party. With respect to any such Third Party Proprietary Information, from and after the date hereof, Parent shall be responsible for obtaining, and shall use commercially reasonable efforts (but without any payment of money or other transfer of value by any Party to any third party) to obtain, any required consent for the Transfer or use, as applicable, of such Third Party Proprietary Information to Spinco Companies at the Distribution Effective Time. Without limiting the foregoing, Spinco Companies shall, upon request of Parent or any third party, enter into a proprietary information agreement or other confidentiality or similar agreement with any third party requiring Spinco Companies to treat and hold as confidential such Third Party Proprietary Information on terms and conditions that are no less restrictive than the terms and conditions of any confidentiality or similar agreement between Parent Companies with respect to the Spinco Business and any such third parties. To the extent any such consent is not obtained in accordance with the foregoing at or prior to the Distribution Effective Time, then the Spinco Companies shall be solely responsible for obtaining such consent at their sole cost and expense.

(d) Without limiting the provisions of this Section 2.03, to the extent Parent or a Subsidiary of Parent is restricted under Applicable Law from effecting the Transfer hereunder to Spinco or the applicable Spinco Companies of any Data constituting a Transferred Asset, or the granting of the Right to Use any Data pursuant to Section 2.10, this Agreement shall not constitute an agreement to Transfer such Data, or grant such Right to Use, to the extent such Transfer or grant would violate Applicable Law. With respect to any such Data, from and after the date hereof, the Parties shall reasonably cooperate with each other and use reasonable best efforts to eliminate such restriction in compliance with Applicable Law (including, if applicable, to obtain any required authorization of any Governmental Authority), and the Parties shall keep each other reasonably apprised of the Parties’ progress with respect thereto. If any such restriction cannot be so eliminated prior to the Distribution Effective Time with respect to any such Data, Parent and Spinco shall continue to so reasonably cooperate and use such reasonable best efforts to effect such Transfer or grant of Right to Use as soon as practicable following the Distribution Effective Time.

Section 2.04 Assignment of Contracts and Rights by Spinco Group.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to assign or otherwise sell, convey, sublicense or Transfer any Contract constituting an Excluded Asset, or any claim, right or benefit arising thereunder or resulting therefrom, or to enter into any other agreement or arrangement with respect thereto, if an attempted assignment, sale, conveyance, sublicense or Transfer thereof, or entering into any such agreement or arrangement, without the consent of a third party, would constitute a breach of, or other contravention under, any Contract to which any Parent Company or Spinco Company is a party, be ineffective with respect to any party thereto or in any way adversely affect the rights of any Spinco Company or any Parent Company thereunder. With respect to any such Contract (or any claim, right or benefit arising thereunder or resulting

therefrom), from and after the date hereof, the Parties shall use reasonable best efforts (but without any payment of money or other transfer of value by any Party to any third party) to obtain any required consent for the assignment, sale, conveyance, sublicense or Transfer of such Contract to a Parent Company, or written confirmation from such parties reasonably satisfactory in form and substance to Parent confirming that such consent is not required. If a required consent is not obtained prior to the Distribution Effective Time with respect to any such Contract, then, if and to the extent permitted under, and subject to the terms of, such Contract, and subject to Applicable Law, Parent and Spinco shall cooperate to enter into, as of the Distribution Effective Time, a mutually agreeable arrangement under which (i) Parent would obtain, through a subcontracting, sublicensing or subleasing arrangement or otherwise, the claims, rights and benefits of Spinco Companies under such Contract in accordance with this Agreement, (ii) Parent would assume all obligations of Spinco Companies under such Contracts and agree to perform and discharge all obligations under such Contracts, and (iii) Spinco Companies would enforce at Parent's cost and at the reasonable request of and for the benefit of Parent, any and all claims, rights and benefits of Spinco Companies against any third party thereto arising from any such Contract; provided that neither Party shall be required to make any payment of money or other transfer of value in connection with any such arrangement. In the event Parent shall elect to pay any Consent Fee, Parent shall be solely responsible for such Consent Fee. Notwithstanding the foregoing provisions of this Section 2.04(a), in the case of COTS software that is readily available, licensed pursuant to a standard non-negotiable "shrink wrap" or other license agreement and generally has a purchase price of \$10,000 or less per copy, instance, seat or user, Parent shall have the sole responsibility for obtaining and shall use reasonable best efforts to obtain license rights to use such software at Parent's cost and expense, and Spinco shall have no obligation to assign or transfer, or to seek consent for the assignment or transfer of, or to grant any sublicense or other right in connection with, any such COTS software or any Contract related thereto; provided, however, that the foregoing shall not limit the terms of the Transition Services Agreement—Spinco to Parent or Section 11.03 of this Agreement; and provided, further, that upon reasonable request of Parent, Spinco shall provide reasonable assistance to Parent in connection with obtaining such license rights.

(b) Spinco Companies shall promptly pay to Parent when received, all monies received by Spinco Companies under any Contract constituting an Excluded Asset or any claim, right or benefit arising thereunder not transferred to Parent at the Distribution Effective Time as a result of the provisions of this Section 2.04. Parent shall promptly reimburse Spinco Companies (or pay at the request of Spinco) any Excluded Liabilities not assumed by Parent at the Distribution Effective Time as a result of the provisions of this Section 2.04, as well as all third party costs and expenses incurred or Damages suffered by Spinco Companies in enforcing any claims, rights and benefits under any Contracts in accordance with Section 2.04(a).

(c) Without limiting the provisions of this Section 2.04, (i) this Agreement shall not constitute an agreement of any Spinco Company to Transfer any Third Party Proprietary Information to any Parent Company, and shall not constitute an authorization to use such Third Party Proprietary Information, to the extent such attempted conveyance, transfer or delivery, or such use, without the consent of a third party, would constitute a breach of, or other contravention under, any confidentiality or similar agreement or other Contract to which any Spinco Company is a party. With respect to any such Third Party Proprietary Information, from and after the date hereof, Spinco shall be responsible for obtaining, and shall use commercially

reasonable efforts (but without any payment of money or other transfer of value by any Party to any third party) to obtain any required consent for the Transfer or use, as applicable, of such Third Party Proprietary Information to Parent Companies at the Distribution Effective Time. Without limiting the foregoing, Parent Companies shall, upon request of Spinco or any third party, enter into a proprietary information agreement or other confidentiality or similar agreement with any third party requiring Parent Companies to treat and hold as confidential such Third Party Proprietary Information on terms and conditions that are no less restrictive than the terms and conditions of any confidentiality or similar agreement between Spinco Companies with respect to the Parent Business and any such third parties. To the extent any such consent is not obtained in accordance with the foregoing at or prior to the Distribution Effective Time, then the Parent Companies shall be solely responsible for obtaining such consent at their sole cost and expense.

Section 2.05 Certain Transaction Documents. In furtherance of the Separation, on the Distribution Date, Parent and Spinco shall execute and deliver (or shall cause the applicable Affiliated Transferor or Spinco Subsidiary to execute and deliver):

- (a) one or more Assignment and Assumption Agreements—Parent to Spinco;
- (b) one or more Assignment and Assumption Agreements—Spinco to Parent;
- (c) the Transition Services Agreement—Parent to Spinco;
- (d) the Transition Services Agreement—Spinco to Parent;
- (e) the Supply Agreement—Parent to Spinco;
- (f) the Supply Agreement—Spinco to Parent;
- (g) the Intellectual Property Matters Agreement;
- (h) the Subcontract Pending Novation—Parent to Spinco;
- (i) the Subcontract Pending Novation—Spinco to Parent;
- (j) the Shared Contracts Agreement—Shared Contracts (Parent Companies);
- (k) the Shared Contracts Agreement—Shared Contracts (Spinco Companies);
- (l) an Assignment and Assumption of Lease Agreement in respect of each lease agreement for the Transferred Leased Real Property;
- (m) subleases to Spinco (or certain Spinco Companies) in respect of each of the Subleased Premises on the terms and conditions contemplated by the Sublease Term Sheets;
- (n) leases to Spinco (or certain Spinco Companies) in respect of each of the Leased Premises on the terms and conditions contemplated by the Lease Term Sheets;

(o) licenses to Spinco (or certain Spinco Companies) in respect of the Licensed Premises on the terms and conditions contemplated by the Licensed Premises Term Sheets;

(p) leases to Parent (or certain Parent Companies) in respect of certain Spinco Owned Real Property on the terms and conditions contemplated by the Leaseback Term Sheets; and

(q) such other agreements, assignments, leases, subleases, documents or instruments as the Parties agree are necessary or desirable to achieve the purposes set forth in the Transaction Documents.

Section 2.06 Limitation of Liability; Intercompany Accounts.

(a) Except as provided in this Section 2.06 and in Article VII, neither Parent nor Spinco nor any member of their respective Groups shall have any Liability to the other or any member of its Group based upon, arising out of or resulting from any agreement, arrangement, course of dealing or understanding existing on or prior to the Distribution Effective Time (other than this Agreement or any Transaction Document), and each of Parent and Spinco hereby terminates, and shall cause all members in its respective Group to terminate, any and all then-existing agreements, arrangements, courses of dealing or understandings between it or any members of its Group and the other Party, or any members of its Group, effective as of the Distribution Effective Time (other than (i) this Agreement or any Transaction Document or any agreement entered into in connection with or in order to consummate the Contemplated Transactions and (ii) any Contracts to which any non-wholly owned Subsidiary of Parent or Spinco, as the case may be, is a party (it being understood that to the extent Assets and Liabilities of the Parties and the members of their respective Groups under any such Contracts constitute Transferred Assets, Excluded Assets, Assumed Liabilities or Excluded Liabilities, as the case may be, they will be allocated pursuant to this Agreement)), and any such Liability, whether or not in writing, that is not reflected in any Transaction Document or other agreement entered into in connection with the Contemplated Transactions or in order to consummate the Contemplated Transactions, is hereby irrevocably cancelled, released and waived effective as of the Distribution Effective Time. No such terminated agreement, arrangement, course of dealing or understanding (including any provision thereof that purports to survive termination) shall be of any further force or effect after the Distribution Effective Time.

(b) Each Intercompany Account outstanding prior to the Distribution Effective Time shall be satisfied and/or settled by the relevant Parent Company and Spinco Company no later than the Distribution Effective Time by (i) forgiveness by the relevant obligor, (ii) one or a related series of distributions of capital, (iii) non-cash intercompany transfer and settlement through Parent's corporate procedures, or (iv) cash payment, in each case as determined by the Parties.

Section 2.07 Treatment of Shared Contracts. The Parties agree as to matters relating to the Shared Contracts as set forth in the Shared Contracts Agreement – Shared Contracts (Parent Companies) and the Shared Contracts Agreement – Shared Contracts (Spinco Companies). In the event of any inconsistency regarding matters relating to Shared Contracts

between the Shared Contracts Agreement – Shared Contracts (Parent Companies) and the Shared Contracts Agreement – Shared Contracts (Spinco Companies) and this Agreement, the Shared Contracts Agreement – Shared Contracts (Parent Companies) and the Shared Contracts Agreement – Shared Contracts (Spinco Companies) shall govern to the extent of the inconsistency.

Section 2.08 Cash and Working Capital Adjustment.

(a) Promptly following the Distribution Date, but in no event later than 60 days after the Distribution Date, Spinco shall, at its expense, prepare and submit to Parent a balance sheet of the Spinco Business as of 11:59 p.m. on the day prior to the Distribution Date (the “Proposed Statement” and such time, the “Cut-Off Time”) prepared in accordance with the Accounting Principles and a statement setting forth, in reasonable detail using the format in the illustrative example attached to the Accounting Principles, Spinco’s calculation of (x) Cash as of the Cut-Off Time (the “Proposed Closing Cash”) and (y) the Net Working Capital of the Spinco Business as of the Cut-Off Time (the “Proposed Final Net Working Capital Amount”). In the event Parent disputes the correctness of the Proposed Closing Cash or the Proposed Final Net Working Capital Amount, Parent shall notify Spinco in writing of its objections within 60 days after receipt of Spinco’s Proposed Statement and Spinco’s calculation of the Proposed Closing Cash and the Proposed Final Net Working Capital Amount, and shall set forth, in writing and in reasonable detail, the reasons for Parent’s objections; provided, however, that such 60-day period shall be tolled for any period during which Spinco shall fail to make available to Parent all books, records, documents and work papers required to be made available to Parent under Section 2.08(d). If Parent fails to deliver such notice of objections within such time, Parent shall be deemed to have accepted Spinco’s calculation. To the extent Parent does not object within the time period contemplated by this Section 2.08(a) to a matter in the statement of the Proposed Closing Cash or the Proposed Final Net Working Capital Amount prepared and submitted by Spinco, Parent shall be deemed to have accepted Spinco’s calculation and presentation in respect of the matter and the matter shall not be considered to be in dispute. Parent and Spinco shall endeavor in good faith to resolve any disputed matters within 30 days after Spinco’s receipt of Parent’s notice of objections. If Parent and Spinco are unable to resolve the disputed matters, Parent and Spinco jointly shall, as soon as practicable and in any event within 25 days after the expiration of such 30-day period, engage RSM US LLP (or if RSM US LLP is unwilling or unable to serve, a nationally known independent accounting firm, which firm shall not be the then regular auditors of Parent, Spinco or RMT Partner, that is jointly appointed by the parties within 15 days of the date that RSM US LLP confirms, in writing, that it is unable or unwilling to act as the Unaffiliated Accounting Firm as provided herein) (the firm so engaged, “Unaffiliated Accounting Firm”), to resolve the matters in dispute (in a manner consistent with this Section 2.08). Promptly after joint engagement of the Unaffiliated Accounting Firm, Parent and Spinco shall provide the Unaffiliated Accounting Firm with a copy of this Agreement, the Accounting Principles, Spinco’s Proposed Statement, Spinco’s statement of the Proposed Closing Cash and the Proposed Final Net Working Capital Amount (as applicable) and Parent’s written notice of objections thereto. Each of Parent and Spinco shall deliver to the Unaffiliated Accounting Firm and to the other party simultaneously a written submission of its final position with respect to each of the matters in dispute (which position may be different than the position set forth in or contemplated by Spinco’s statement of the Proposed Closing Cash and the Proposed Final Net Working Capital Amount or Parent’s notice of objections, but may not be

outside of the range of Spinco's statement of the Proposed Closing Cash or the Proposed Final Net Working Capital Amount (as applicable) or Parent's notice of objections) within 15 days of the engagement of such Unaffiliated Accounting Firm. Each of Parent and Spinco shall thereafter be entitled to submit a rebuttal to the other's submission, which rebuttals shall be delivered to the Unaffiliated Accounting Firm and to the other Party simultaneously within 30 days of the delivery of the Parties' initial submissions to the Unaffiliated Accounting Firm and to each other. The Unaffiliated Accounting Firm may request additional information solely to the extent necessary to resolve the matter in dispute from either Party, but absent such a request neither Party may make (nor permit any of its Affiliates or Representatives to make) any additional submission to the Unaffiliated Accounting Firm or otherwise communicate with the Unaffiliated Accounting Firm, and in no event shall either Party (i) communicate (or permit any of its Affiliates or Representatives to communicate) with the Unaffiliated Accounting Firm without providing the other Party a reasonable opportunity to participate in such communication or (ii) make (or permit any of its Affiliates or Representatives to make) a written submission to the Unaffiliated Accounting Firm unless a copy of such submission is simultaneously provided to the other Party. The Unaffiliated Accounting Firm shall have 30 days following submission of the Parties' rebuttals to review the documents provided to it pursuant to this Section 2.08(a) and to deliver its written determination, acting as expert and not as arbitrator, with respect to each of the items in dispute submitted to it for resolution, as well as its determination of the balance sheet of the Spinco Business as of the Cut-Off Time, the Net Working Capital of the Spinco Business as the Cut-Off Time and the Closing Cash (as applicable). The Unaffiliated Accounting Firm shall resolve the differences regarding Spinco's Proposed Statement, the Proposed Final Net Working Capital Amount and the Proposed Closing Cash based solely on the information provided to the Unaffiliated Accounting Firm by the Parties pursuant to the terms of this Agreement and not by independent review. The Unaffiliated Accounting Firm's authority shall be limited to resolving disputes with respect to whether the individual disputed items on Spinco's Proposed Statement and Spinco's statement of the Proposed Final Net Working Capital Amount and the Proposed Closing Cash were prepared in accordance with the terms of Section 2.08(b). In resolving each disputed item, the Unaffiliated Accounting Firm shall choose either the value assigned by Parent to such item or the value assigned by Spinco to such item based on the Unaffiliated Accounting Firm's assessment of which value is most consistent with the Accounting Principles, and may not assign a value for any item other than a value proposed by Parent or Spinco in its respective initial submission to the Unaffiliated Accounting Firm. The determination of the Unaffiliated Accounting Firm in respect of the correctness of each matter remaining in dispute shall be final, conclusive and binding on Parent and Spinco and not subject to appeal by either of the Parties, and judgment thereof may be entered or enforced in any court of competent jurisdiction. The balance sheet of the Spinco Business as of the Cut-Off Time, and the Net Working Capital of the Spinco Business as of the Cut-Off Time, as finally determined pursuant to this Section 2.08(a) (whether by failure of Parent to deliver notice of objection, by agreement of Parent and Spinco or by determination of the Unaffiliated Accounting Firm), are referred to herein as the "Final Statement" and the "Final Net Working Capital Amount," respectively. The Closing Cash of the Spinco Business as of the Cut-Off Time, as finally determined pursuant to this Section 2.08(a) (whether by failure of Parent to deliver notice of objection, by agreement of Parent and Spinco or by determination of the Unaffiliated Accounting Firm), is referred to herein as the "Final Closing Cash."

(b) The Proposed Statement and the Final Statement shall be prepared, and the Proposed Final Net Working Capital Amount and the Final Net Working Capital Amount, and the Proposed Closing Cash and the Final Closing Cash, shall be determined, in accordance with the accounting principles, policies, practices and methods described on Attachment III (the “Accounting Principles”).

(c) Not later than five Business Days after the determination of the Final Net Working Capital Amount and the Final Closing Cash, a payment by wire transfer in respect thereof shall be made as follows:

(i) If the Final Net Working Capital Amount is greater than \$22,000,000, then (x) the amount of such excess, plus (y) the Final Closing Cash, shall be paid to Parent by Spinco;

(ii) If the Final Net Working Capital Amount is less than \$12,000,000, then (x) the amount of such deficit minus (y) the Final Closing Cash, shall be paid to Spinco by Parent (it being understood that if the Final Closing Cash is greater than the deficit amount in clause (x), then the difference between the Final Closing Cash minus the deficit amount in clause (x) shall be paid to Parent by Spinco); and

(iii) If the Final Net Working Capital Amount is greater than or equal to \$12,000,000 but less than or equal to \$22,000,000, then the Final Closing Cash shall be paid to Parent by Spinco.

Any payment pursuant to this Section 2.08(c) shall be treated as an adjustment to the Spinco Special Cash Payment for Tax purposes and shall be made in immediately available funds by wire transfer to a bank account designated in writing by the Party entitled to receive the payment. Any funds received by Parent pursuant to this Section 2.08(c) shall be maintained in a Segregated Account in accordance with the terms and conditions set forth in Section 3.04(b).

(d) Spinco shall make available to Parent and, if applicable, to the Unaffiliated Accounting Firm, all books, records, documents and work papers (subject to, in the case of independent accountant work papers, Parent or the Unaffiliated Accounting Firm, as applicable, entering into a customary release agreement with respect thereto) (i) transferred by Parent Companies to Spinco in connection with the Contemplated Transactions or otherwise in the possession of any Spinco Company as of the Closing, or (ii) created or prepared by or for Spinco in connection with the preparation of the Proposed Statement and the calculation of the Proposed Final Net Working Capital Amount and the Proposed Closing Cash and the other matters contemplated by Section 2.08(a). Without limiting the foregoing, it is acknowledged and agreed that certain Contracts constituting Transferred Assets may require security clearances or special program accesses, or may contain confidentiality or non-disclosure provisions requiring the specific approval of customers or other Persons for disclosure of the terms thereof (collectively, the “Undisclosable Contracts”). Spinco shall use reasonable best efforts to obtain all required security clearances, special program accesses or the approval of customers or other Persons as necessary to allow Parent and, if applicable, the Unaffiliated Accounting Firm, to conduct a review of the Undisclosable Contracts to the extent necessary to review and evaluate Spinco’s statement of the Proposed Final Net Working Capital Amount and the Proposed

Closing Cash. Upon Parent's receipt of necessary security clearances, special program accesses or approvals of customers or other Persons, as the case may be, Spinco shall permit Parent and its Representatives (including the Unaffiliated Accounting Firm, if applicable) to conduct a review of such Undisclosable Contracts, subject to the terms and conditions of the clearances, accesses or approvals and the provisions of Applicable Law. If Spinco is unable to obtain all necessary security clearances, special program accesses or approvals of customers or other Persons to allow disclosure of the Undisclosable Contracts to Parent and the Unaffiliated Accounting Firm, if applicable, then Spinco shall, upon request of Parent, provide a certification of the Chief Financial Officer of Spinco as to the accuracy and completeness of the Proposed Statement and all revenue, costs, earnings, inventory, accounts receivable, accounts payable and other data with respect to such Undisclosable Contracts taken into account in Spinco's preparation of the Proposed Statement and Spinco's calculation of the Proposed Final Net Working Capital Amount and the Proposed Closing Cash.

(e) The fees and expenses, if any, of the Unaffiliated Accounting Firm incurred in connection with this Agreement shall be paid one-half by Parent and one-half by Spinco.

Section 2.09 Certain Resignations. At or prior to the Distribution Date, Parent shall cause each director or employee of the Parent and its Subsidiaries who will not be employed by Spinco or a Spinco Subsidiary after the Distribution Date to resign, effective no later than the Distribution Date, from all boards of directors or similar governing bodies of Spinco or any Spinco Subsidiary, and from all positions as officers of Spinco or any Spinco Subsidiary in which they serve.

Section 2.10 Right to Use Data.

(a) It is acknowledged and agreed that the Spinco Companies (on a perpetual and irrevocable basis) shall be permitted to possess and retain non-exclusive copies of all Shared Parent Company Data, Shared Third Party Data and Parent Company Contract Data and shall have (and are hereby granted as of the time immediately prior to the Spinco Transfer) a Right to Use all such Data in connection with the operation of the Spinco Business, in all cases in a manner consistent with the manner in which such Data has been used by the Spinco Business prior to the Distribution Date; provided that the Spinco Companies' Right to Use the Parent Company Contract Data shall be limited to the use of such Parent Company Contract Data in connection with the bidding, proposal or performance of the applicable Contracts of the Spinco Business with respect to which such Parent Company Contract Data was provided.

(b) It is acknowledged and agreed that the Parent Companies (on a perpetual and irrevocable basis) shall be permitted to possess and retain non-exclusive copies of all Shared Spinco Company Data and shall have (and are hereby granted as of the time immediately prior to the Spinco Transfer) a Right to Use all such Data in connection with the operation of the Parent Business, in all cases in a manner consistent with the manner in which such Data has been used by the Parent Business prior to the Distribution Date.

ARTICLE III
CERTAIN COVENANTS, AGREEMENTS AND ACTIONS PRIOR TO THE DISTRIBUTION

Section 3.01 Governmental Filings; Consents.

(a) The Parties shall cooperate with each other in determining whether any action by or in respect of, or filing with, any Governmental Authority is required in connection with the consummation of the Contemplated Transactions. Subject to the terms and conditions of this Agreement, including Section 8.01, and the terms and conditions of the Merger Agreement, including Section 7.06(b) of the Merger Agreement, Parent and Spinco shall use reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary to consummate and make effective as promptly as practicable the Contemplated Transactions, including using reasonable best efforts to obtain consents and approvals of all Governmental Authorities and other Persons necessary to consummate the Distribution and the other Contemplated Transactions. Except as otherwise expressly contemplated by another provision of the Transaction Documents, each Party shall bear its respective costs and expenses incurred in connection with obtaining such consents and approvals.

(b) Without limiting the provisions of this Section 3.01, Spinco agrees to provide such assurances as to financial capability, resources and creditworthiness as reasonably may be requested by any Governmental Authority, the consent or approval of which is sought or with whom a filing is made hereunder.

(c) As soon as practicable after the date of this Agreement, the Parties shall prepare and submit (i) to the Defense Security Service of the United States Department of Defense (“DSS”) and, to the extent applicable, any other Governmental Authority, notification of the Contemplated Transactions pursuant to the NISPOM and any other applicable national or industrial security regulations, and (ii) to any other Governmental Authority (including without limitation customers under Government Contracts and prospective customers under Government Bids) appropriate notifications and disclosures in connection with the Contemplated Transactions.

(d) The Parties agree that the level of efforts to obtain any approvals related to any Antitrust Law shall be governed by Section 7.06 of the Merger Agreement.

Section 3.02 Treatment of Cash.

(a) From the date of this Agreement until the Cut-Off Time, the Spinco Companies shall make capital and other expenditures and operate their respective businesses and operations, including cash management, accounts payable and receivables collection systems, in the ordinary course of business consistent with past practice and subject to Applicable Law (including any Applicable Law regarding the payment of dividends or distributions) and any Contract applicable to any Parent Company or any Spinco Company or their respective businesses.

(b) From the date of this Agreement until the Cut-Off Time, Parent shall be entitled to use, retain or otherwise dispose of all cash generated by the Spinco Business and the Transferred Assets, subject to Applicable Law and any Contract applicable to any Parent Company or any Spinco Company or their respective businesses.

(c) After the Cut-Off Time, no Spinco Company shall pay or declare any cash dividend or distribution of cash to any Parent Company, or otherwise make any cash payment to any Parent Company that would otherwise have the effect of reducing the Closing Cash after the Cut-Off Time prior to the Closing, except (i) the Spinco Special Cash Payment, or (ii) if expressly provided for in this Agreement (other than Section 2.06(b)) or any other Transaction Document.

Section 3.03 Issuance of Spinco Common Stock. On or before the Distribution Date, in connection with the transfer of the Transferred Assets to the Spinco Companies and the assumption of the Assumed Liabilities by the Spinco Companies as provided in this Agreement, Spinco will issue and deliver to Parent a certificate representing a number of shares of Spinco Common Stock in an amount determined pursuant to Section 2.04(d) of the Merger Agreement.

Section 3.04 Spinco Financing Arrangements.

(a) On or before the Distribution Date, subject to the terms and conditions of Section 7.08 of the Merger Agreement, Spinco shall enter into a definitive agreement or agreements providing for indebtedness in an aggregate principal amount equal to the Spinco Borrowing Amount, which indebtedness shall consist of borrowings under a credit facility on the terms and conditions contemplated by the Spinco Commitment Letter (collectively, the "Spinco Debt").

(b) Between the date of this Agreement and the Distribution Effective Time, subject to the terms and conditions of Section 7.08 of the Merger Agreement, Spinco shall incur the Spinco Debt and receive the proceeds thereof. Immediately thereafter and prior to the Distribution, Parent shall effect the Spinco Transfer. As consideration for the Spinco Transfer, Spinco shall (i) issue and deliver to Parent a certificate representing shares of Spinco Common Stock to be issued in accordance with Section 3.03 and (ii) pay to Parent the Spinco Special Cash Payment in immediately available funds to one or more accounts designated in writing by Parent. Parent will maintain the funds received from the Spinco Special Cash Payment in a non-interest bearing segregated bank account (a "Segregated Account") and will take into account for Tax purposes all items of income, gain, deduction or loss associated with the funds while maintained in this segregated account. Within 18 months following the Distribution, Parent will distribute the cash held in the Segregated Account to (x) Parent's creditors in retirement of outstanding Parent indebtedness or (y) to Parent's shareholders in repurchase of, or distribution with respect to, its shares (together, the "Parent Cash Distribution").

Section 3.05 Spinco Disclosure Controls. Parent shall use commercially reasonable efforts to enable Spinco to integrate Spinco's existing system of internal controls over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) into that of Merger Partner, including consideration of any appropriate changes in light of the scope of the Spinco Business and the business of Merger Partner and its Subsidiaries, and otherwise maintain compliance with the provisions of Section 404 of the Sarbanes-Oxley Act of 2002.

ARTICLE IV
THE DISTRIBUTION

Section 4.01 Form of Distribution.

(a) Parent shall elect, in its sole discretion, to effect the Distribution in the form of either (i) the One-Step Spin-Off or (ii) the Exchange Offer, including any Clean-Up Spin-Off.

(b) If Parent elects to effect the Distribution in the form of the One-Step Spin-Off, the Board of Directors of Parent (or a committee of the Board of Directors of Parent acting pursuant to delegated authority), in accordance with Section 2-511 of the Maryland General Corporation Law, any applicable securities laws and the rules and regulations of the New York Stock Exchange, shall set the Record Date and the Distribution Date and Parent shall establish appropriate procedures in connection with the Distribution. In connection with the One-Step Spin-Off, all shares of Spinco Common Stock held by Parent on the Distribution Date will be distributed to Record Holders in the manner determined by Parent and in accordance with Section 4.02.

(c) If Parent elects to effect the Distribution in the form of the Exchange Offer, subject to the terms and conditions of the Merger Agreement, Parent shall determine the terms and conditions of the Exchange Offer, including the number of shares of Spinco Common Stock that will be offered for each validly tendered share of Parent Common Stock, the period during which the Exchange Offer will remain open, the procedures for the tender and exchange of shares and all other terms and conditions of the Exchange Offer, which terms and conditions shall comply with all applicable securities laws and the rules and regulations of the New York Stock Exchange. In the event Parent's stockholders subscribe for less than all of the Spinco Common Stock in the Exchange Offer, Parent will consummate the Clean-Up Spin-Off on the Distribution Date immediately following consummation of the Exchange Offer and the Record Date for the Clean-Up Spin-Off shall be set as of such date in the same manner as provided in Section 4.01(b). The terms and conditions of any Clean-Up Spin-Off shall be as determined by Parent (provided that any shares of Spinco Common Stock that are not subscribed for in the Exchange Offer must be distributed to Parent's stockholders in the Clean-Up Spin-Off) and shall comply with the provisions of Section 2-511 of the Maryland General Corporation Law, all applicable securities laws and the rules and regulations of the New York Stock Exchange.

Section 4.02 Manner of Effecting Distribution.

(a) If the Distribution is effected by means of the One-Step Spin-Off, subject to the terms and conditions established pursuant to Section 4.01(b), each Record Holder shall be entitled to receive for each share of Parent Common Stock held by such Record Holder a number of shares of Spinco Common Stock equal to the number of shares of Spinco Common Stock held by Parent on the Distribution Date, multiplied by a fraction, the numerator of which is the number of shares of Parent Common Stock held by the Record Holder on the Record Date and the denominator of which is the total number of shares of Parent Common Stock outstanding on the Record Date.

(b) If the Distribution is effected by means of the Exchange Offer, subject to the terms and conditions established pursuant to Section 4.01(c), each Parent stockholder may elect in the Exchange Offer to exchange a number of shares of Parent Common Stock held by such Parent stockholder for shares of Spinco Common Stock at such an exchange ratio and subject to such other terms and conditions as may be determined by Parent and set forth in the Spinco Registration Statement. The terms and conditions of any Clean-Up Spin-Off shall be as determined by Parent, subject to the provisions of Section 4.02(a), *mutatis mutandis*, and in compliance with all applicable securities laws and the rules and regulations of the New York Stock Exchange.

(c) No Party, nor any of its Affiliates, will be liable to any Person in respect of any shares of Spinco Common Stock, or distributions in respect thereof, that are delivered to a public official in accordance with the provisions of any applicable escheat, abandoned property or similar Applicable Law.

Section 4.03 Actions Prior to the Distribution.

(a) Spinco shall cooperate with Parent to give effect to and accomplish the Distribution, including in connection with the preparation of all documents and the making of all filings required under Applicable Law in connection with the Distribution. Parent shall be entitled to direct and control the efforts of the Parties in connection with the Distribution, including the selection of an investment bank or banks to manage the Distribution, as well as any financial printer, solicitation agent, exchange agent and financial, legal, accounting and other advisors of Parent, and Spinco shall use reasonable best efforts to take, or to cause to be taken, all actions and to do, or cause to be done, all other things reasonably necessary to facilitate the Distribution as reasonably directed by Parent. Without limiting the foregoing, Spinco shall and shall cause its employees, advisors, agents, accountants, counsel and other representatives to, as directed by Parent, reasonably cooperate in and take the following actions: (i) preparing and filing a registration statement or statements for the registration under the Securities Act or the Exchange Act, as applicable, on an appropriate registration form or forms designated by Parent (the "Spinco Registration Statement"); (ii) participating in meetings, drafting sessions, due diligence sessions, management presentation sessions, "road shows" and similar meetings or sessions in connection with the Distribution, including in any marketing efforts requested by Parent, which participation shall be subject to, and may be concurrent with, any such activities required in respect of the Exchange Offer; (iii) furnishing to any dealer manager or similar agent participating in the Distribution (A) "comfort" letters from independent public accountants in customary form and covering such matters as are customary for an underwritten public offering (including with respect to events subsequent to the date of financial statements included in any offering document) and (B) opinions and negative assurance letters of counsel in customary form and covering such matters as reasonably may be requested; and (iv) furnishing all historical and forward-looking financial and other relevant financial and other information that is available to Spinco and is reasonably required in connection with the Distribution.

(b) Parent and Spinco shall prepare and mail, prior to the Distribution Date and in accordance with Applicable Law, to the holders of Parent Common Stock, such information concerning Parent, Spinco and Merger Partner, their respective businesses, operations and management, the Distribution and such other matters as Parent reasonably shall

determine and as may be required by Applicable Law. Parent and Spinco shall prepare, and Spinco shall, to the extent required by Applicable Law, file with the SEC any such documentation and any requisite no-action letter that Parent determines are necessary or desirable to effectuate the Distribution, and Parent and Spinco each shall use reasonable best efforts to obtain all necessary approvals from the SEC with respect to the foregoing as soon as practicable.

(c) Parent and Spinco shall take all actions as may be necessary or desirable under any applicable securities, “blue sky” or comparable laws of the United States, the states and territories thereof and any foreign jurisdiction in connection with the Distribution.

(d) Parent and Spinco shall take all actions and steps reasonably necessary and appropriate to cause the conditions to the Distribution set forth in Section 4.04 to be satisfied as soon as practicable and to effect the Distribution on the Distribution Date in accordance with this Agreement.

Section 4.04 Conditions Precedent to the Distribution. The obligation of Parent to effect the Distribution shall be subject to the fulfillment or waiver (subject to Section 16.02) at or prior to the Distribution Date of each of the following conditions (provided, however, that unless the Merger Agreement shall have been terminated in accordance with its terms, any such waiver shall be subject to the written consent of Merger Partner):

(a) Each Transaction Document shall have been executed and delivered by each party thereto; and

(b) Each of the conditions to the obligation of the parties to the Merger Agreement to consummate the Merger and effect the other transactions contemplated by the Merger Agreement shall have been satisfied or waived by the party entitled to the benefit thereto (other than those conditions that by their nature are to be satisfied contemporaneously with or immediately following the Distribution), including the condition set forth in Section 8.01(a) of the Merger Agreement (but subject to the consummation of the Distribution).

The foregoing conditions are for the benefit of Parent and shall not give rise to or create any duty on the part of Parent or the Board of Directors of Parent to waive or not waive any condition precedent under this Agreement or the Merger Agreement; provided, however, that the foregoing shall not limit Merger Partner’s rights under Section 7.15 of the Merger Agreement.

Section 4.05 Additional Matters in Connection with the Distribution.

(a) Parent, Spinco and the transfer agent or exchange agent appointed in connection with the Distribution, as applicable, shall be entitled to withhold and deduct from the consideration otherwise payable pursuant to this Agreement such amounts as are required to be withheld and deducted in connection with such payments under Applicable Law. Any withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Persons otherwise entitled thereto.

(b) Upon consummation of the One-Step Spin-Off or the Exchange Offer, Parent shall deliver to the Agent a global certificate representing the Spinco Common Stock

being distributed in the One-Step Spin-Off or exchanged in the Exchange Offer, as the case may be, for the account of the Parent stockholders that are entitled to such shares. Upon a Clean-Up Spin-Off, if any, Parent shall deliver to the Agent an additional global certificate for the account of the Parent stockholders that are entitled to receive shares of Parent Common Stock in such Clean-Up Spin-Off. The Agent shall hold such certificate or certificates, as the case may be, for the account of Parent stockholders pending the Merger, as provided in the Merger Agreement. From immediately after the Distribution Effective Time and to the Merger Effective Time, the shares of Spinco Common Stock shall not be transferable and the transfer agent for the Spinco Common Stock shall not transfer any shares of Spinco Common Stock. Parent shall give written notice of the Distribution Effective Time to the transfer agent or the exchange agent with written authorization to proceed as set forth in Section 4.02.

**ARTICLE V
INFORMATION AND CONFIDENTIALITY**

Section 5.01 Retention of Information. Spinco and Parent shall preserve all books and records of and substantially related to the Spinco Business for a period of six years commencing on the Distribution Date (or (i) until such time as all statutes of limitations to which such records relate have expired, (ii) in the case of books and records relating to any Government Contract, until the date that is 12 months after the date on which Parent or Spinco, as the case may be, reaches final agreement with the U.S. Government in respect of any open issues applicable to such Government Contract, including the resolution of the incurred costs applicable to such Government Contract and (iii) in the case of books and records as to which Applicable Law, another Transaction Document or a Spinco Subsidiary Acquisition Agreement requires a longer period, for such longer period), and thereafter shall not destroy or dispose of such books and records without giving notice to the other Parties (and, in the case of a Spinco Subsidiary Acquisition Agreement, the respective sellers of the Spinco Subsidiary) of such pending disposal and offering to Parent (or, in the case of a Spinco Subsidiary Acquisition Agreement, the respective sellers of the Spinco Subsidiary) such books and records.

Section 5.02 Access to Information; Cooperation.

(a) Except as may be necessary to comply with any Applicable Laws (including the NISPOM or any Export Control Laws) and subject to (x) any applicable privileges (including the attorney-client privilege), (y) this Section 5.02 and (z) the terms and conditions of any confidentiality or similar agreements between Parent or any of its Subsidiaries and a third party, including customers, vendors and subcontractors, from and after the Distribution Date, Parent shall, and shall cause the other Parent Companies to: (i) afford Spinco and its Representatives reasonable access upon reasonable prior notice during normal business hours, to all employees, offices, properties, agreements, Government Contracts, Government Bids, records, books and affairs of Parent Companies, to the extent relating to the conduct of the Spinco Business prior to the Distribution Effective Time, and provide copies of such information as Spinco may reasonably request for any proper purpose, including in connection with (A) any judicial, quasi-judicial, administrative, audit or arbitration proceeding, (B) the preparation of any financial statements or reports and (C) the defense or pursuit of any claims, allegations or actions that relate to or may relate to any Transferred Assets, Assumed Liabilities or Indemnified Claims; and (ii) use reasonable best efforts to cooperate in the defense or pursuit of any

Transferred Asset or Assumed Liability or any claim or action that relates to occurrences involving the Spinco Business prior to the Distribution Date; provided that Spinco shall reimburse Parent Companies for any reasonable out-of-pocket expenses (including fees and expenses of attorneys, accountants and other agents or representatives) incurred by Parent Companies in connection with any such defense, claim or action. Spinco agrees to treat and hold as confidential all information provided or otherwise made available to it or any of its Representatives under this Section 5.02 in accordance with the provisions of Section 5.04(a).

(b) Except as may be necessary to comply with any Applicable Laws (including the NISPOM or any Export Control Laws) and subject to (x) any applicable privileges (including the attorney-client privilege), (y) this Section 5.02(b), and (z) the terms and conditions of any confidentiality or similar agreements between any Spinco Company and a third party, including customers, vendors and subcontractors, from and after the Distribution Date, Spinco shall, and shall cause the other Spinco Companies to: (i) afford Parent and its Representatives reasonable access upon reasonable prior notice during normal business hours, to all employees, offices, properties, agreements, Government Contracts, Government Bids, records, books and affairs of the Spinco Companies, to the extent relating to the Spinco Business prior to the Distribution Effective Time, and provide copies of such information as Parent may reasonably request for any proper purpose, including in connection with (A) any judicial, quasi-judicial, administrative, audit or arbitration proceeding, (B) the preparation of any financial statements or reports and (C) the defense or pursuit of any claims, allegations or actions that relate to or may relate to any Excluded Assets, Excluded Liabilities or Indemnified Claims; and (ii) use reasonable best efforts to cooperate in the defense or pursuit of any Excluded Asset or Excluded Liability or any claim or action that relates to occurrences involving the Spinco Business or the Parent Business prior to the Distribution Date; provided that Parent shall reimburse the Spinco Companies for any reasonable out-of-pocket expenses (including fees and expenses of attorneys, accountants and other agents or representatives) incurred by Spinco Companies in connection with any such defense, claim or action. Parent agrees to treat and hold as confidential all information provided or otherwise made available to it or any of its Representatives under this Section 5.02(b) in accordance with the provisions of Section 5.04.

Section 5.03 Ownership of Information. Any information owned by one Party or any of its Subsidiaries that is provided to a requesting Party pursuant to this Article V, Article VII or the Tax Matters Agreement shall be deemed to remain the property of the providing Party. Unless specifically set forth or contemplated herein, nothing contained in this Agreement shall be construed as granting or conferring license rights or any other rights in any such information.

Section 5.04 Confidentiality.

(a) Spinco shall, and shall cause the other Spinco Companies to, (i) treat and hold as confidential all Parent Company Proprietary Information in the possession or control of the Spinco Companies as of the Distribution Date, (ii) limit disclosure of all such Parent Company Proprietary Information within Spinco's organization to officers, directors, employees, contractors and representatives of Spinco Companies who in each case are obligated to maintain the confidentiality of all such Parent Company Proprietary Information and have a need to know such Parent Company Proprietary Information in order to accomplish the purpose for which such Parent Company Proprietary Information was disclosed or provided to, or retained by, the Spinco

Companies in accordance with this Agreement (and may disclose Parent Company Proprietary Information pursuant to this clause (ii) only for so long as such purpose continues to be applicable to the Spinco Business), and (iii) refrain from disclosing any such Parent Company Proprietary Information to any other Person without the prior written consent of Parent, in each case for a period commencing on the date of this Agreement and continuing for so long as such Parent Company Proprietary Information constitutes confidential or proprietary information of any Parent Company. Spinco shall, and shall cause the other Spinco Companies to, use such Parent Company Proprietary Information only in connection with the purpose for which such Parent Company Proprietary Information was disclosed or provided to, or retained by the Spinco Business, in accordance with this Agreement, and for no other reason (and only for so long as such purpose continues to be applicable to the Spinco Business). In the event any Spinco Companies are requested or required (by oral or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process or by Applicable Law) to disclose any such Parent Company Proprietary Information, Spinco shall notify Parent promptly of the request or requirement so that Parent, at its expense, may seek an appropriate protective order or waive compliance with this Section 5.04(a).

(b) If, in the absence of a protective order or receipt of a waiver hereunder, any Spinco Companies are, on the advice of counsel, compelled to disclose such Parent Company Proprietary Information, such Spinco Companies may so disclose such Parent Company Proprietary Information; provided that Spinco shall, and shall cause such other Spinco Companies, as applicable, to, use reasonable best efforts to obtain reliable assurance that confidential treatment will be afforded to such Parent Company Proprietary Information. Notwithstanding the foregoing, the provisions of this Section 5.04(b) shall not prohibit the disclosure of Parent Company Proprietary Information by any Spinco Companies to the extent reasonably required (i) to prepare or complete any required Tax Returns or financial statements, (ii) in connection with audits or other proceedings by or on behalf of a Governmental Authority, (iii) in connection with any insurance or benefits claims, (iv) to comply with Applicable Law, (v) to provide services to any Parent Companies in accordance with the terms and conditions of any of the Transaction Documents, (vi) to perform any Contracts of the Spinco Business constituting Transferred Assets, or (vii) in connection with asserting any rights or remedies or performing any obligations under any of the Transaction Documents. Within 30 days of any written request of Parent, except to the extent required to perform any then-existing Contracts in the Spinco Business or any of the activities described in clauses (i) through (vii) of the preceding sentence and except to the extent constituting Data to which the Spinco Companies are granted a Right to Use pursuant to Section 2.10, Spinco shall, and shall cause the other Spinco Companies to, promptly cease all use of such specified Parent Company Proprietary Information and use good faith, reasonable commercial efforts to return such specified Parent Company Proprietary Information to Parent, or upon request of Parent, destroy such specified Parent Company Proprietary Information and verify in writing such destruction to Parent; provided that (A) such request shall specify in reasonable detail each applicable item of Parent Company Proprietary Information and such reasonably identifying information as may be helpful to Spinco in locating the relevant Parent Company Proprietary Information (including for example the relevant location within the IT System(s) and business division(s) in which the same was contained as of the Distribution Date or the relevant employees who had access to such Parent Company Proprietary Information as of the Distribution Date), and (B) the Spinco Companies shall have no obligation to destroy any such Parent Company Proprietary Information that is stored in

archival or backup systems (provided that the obligations of confidentiality set forth in this [Section 5.04](#) shall continue to apply thereto). Notwithstanding the foregoing, the provisions of this [Section 5.04\(b\)](#) shall not apply to information that (x) is or becomes publicly available other than as a result of a disclosure by any Spinco Company, (y) is or becomes available to a Spinco Company on a non-confidential basis from a source that, to Spinco's or such Spinco Company's knowledge, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation, or (z) following the Distribution, is independently developed by a Spinco Company (other than for the Parent Business).

(c) Parent shall, and shall cause the other Parent Companies to, (i) treat and hold as confidential all Spinco Business Proprietary Information in the possession or control of the Parent Companies as of the Distribution Date, (ii) limit disclosure of all such Spinco Business Proprietary Information within Parent's organization to officers, directors, employees, contractors and representatives of Parent Companies who in each case are obligated to maintain the confidentiality of all such Parent Company Proprietary Information and have a need to know such Spinco Business Proprietary Information in order to accomplish the purpose for which such Spinco Business Proprietary Information was retained by the Parent Companies in accordance with this Agreement (and may disclose Spinco Business Proprietary Information pursuant to this clause (ii) only for so long as such purpose continues to be applicable to the Parent Companies), and (iii) refrain from disclosing any such Spinco Business Proprietary Information to any other Person without the prior written consent of Parent, in each case for a period commencing on the date of this Agreement and continuing for so long as such Spinco Business Proprietary Information constitutes confidential or proprietary information of any Spinco Company. Parent shall, and shall cause the other Parent Companies to, use such Spinco Business Proprietary Information only in connection with the purpose for which such Spinco Business Proprietary Information was retained by the Parent Companies in accordance with this Agreement, and for no other reason (and only for so long as such purpose continues to be applicable to the Parent Companies). In the event any Parent Companies are requested or required (by oral or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process or by Applicable Law) to disclose any such Spinco Business Proprietary Information, Parent shall notify Spinco promptly of the request or requirement so that Spinco, at its expense, may seek an appropriate protective order or waive compliance with this [Section 5.04\(c\)](#).

(d) If, in the absence of a protective order or receipt of a waiver hereunder, any Parent Companies are, on the advice of counsel, compelled to disclose such Spinco Business Proprietary Information, such Parent Companies may so disclose such Spinco Business Proprietary Information; provided that Parent shall, and shall cause such other Parent Companies, as applicable, to, use reasonable best efforts to obtain reliable assurance that confidential treatment will be afforded to such Spinco Business Proprietary Information. Notwithstanding the foregoing, the provisions of this [Section 5.04\(d\)](#) shall not prohibit the disclosure of Spinco Business Proprietary Information by any Parent Companies to the extent reasonably required (i) to prepare or complete any required Tax Returns or financial statements, (ii) in connection with audits or other proceedings by or on behalf of a Governmental Authority, (iii) in connection with any insurance or benefits claims, (iv) to comply with Applicable Law, (v) to provide services to any Spinco Companies in accordance with the terms and conditions of any of the Transaction Documents, (vi) to perform any Contracts of the Parent Business constituting

Excluded Assets, or (vii) in connection with asserting any rights or remedies or performing any obligations under any of the Transaction Documents. Within 30 days of any written request of Spinco, except to the extent required to perform any then-existing Contracts in the Parent Business or any of the activities described in clauses (i) through (vii) of the preceding sentence and except to the extent constituting Data to which the Parent Companies are granted a Right to Use pursuant to Section 2.10, Parent shall, and shall cause the other Parent Companies to, promptly cease all use of such specified Spinco Business Proprietary Information and use good faith, reasonable commercial efforts to return such specified Spinco Business Proprietary Information to Spinco, or upon request of Spinco, destroy such specified Spinco Business Proprietary Information and verify in writing such destruction to Spinco, provided that (A) such request shall specify in reasonable detail each applicable item of Spinco Business Proprietary Information and such reasonably identifying information as may be helpful to Parent in locating the relevant Spinco Company Proprietary Information (including for example the relevant location within the IT System(s) and business division(s) in which the same was contained as of the Distribution Date or the relevant employees who had access to such Spinco Company Proprietary Information as of the Distribution Date), and (B) the Parent Companies shall have no obligation to destroy any such Spinco Business Proprietary Information that is stored in archival or backup systems (provided that the obligations of confidentiality set forth in this Section 5.04 shall continue to apply thereto). Notwithstanding the foregoing, the provisions of this Section 5.04(d) shall not apply to information that (x) is or becomes publicly available other than as a result of a disclosure by any Parent Company, or (y) is or becomes available to a Parent Company on a non-confidential basis from a source that, to Parent's or such Parent Company's knowledge, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation or (z) is or has been independently developed by a Parent Company (other than exclusively for the Spinco Business).

Section 5.05 Privilege and Related Rights.

(a) The Parties recognize that legal and other professional services that have been and will be provided prior to the Distribution Effective Time in respect of the Spinco Business have been and will be rendered for the collective benefit of each of the Parent Companies and the Spinco Companies, and that each of the Parent Companies and the Spinco Companies shall be deemed to be the client with respect to such pre-Distribution services for the purposes of asserting any privileges, protections or doctrines that may be asserted under Applicable Law. With respect to such pre-Distribution services, the Parties agree as follows:

(i) Parent Counsel. Each of the parties identified on Schedule 5.05(a) (collectively, the "Parent Counsel") has acted as counsel for the Parent Companies, Spinco and their respective Subsidiaries and Affiliates in connection with this Agreement, the other Transaction Documents and the Contemplated Transactions (the "Transaction Engagement") and not as counsel for any other Person, including Merger Partner and its Affiliates.

(ii) Transaction Engagement. Only the Parent Companies, Spinco and their respective Subsidiaries and Affiliates shall be considered clients of the Parent Counsel in the Transaction Engagement. Communications, including those constituting or pertaining to legal advice, between any one or more of the Parent Companies, any of their respective Affiliates, Spinco or any of the Spinco Subsidiaries, on the one hand, and any of the Parent

Counsel, on the other hand, shall be deemed to be subject to attorney-client privilege, work product protection or other privileges or protections that belong solely to the Parent Companies and not Spinco or the Spinco Subsidiaries to the extent such communications (or the specific portion thereof) relate to the Transaction Engagement (collectively, the "Transaction Engagement Communications"). Accordingly, Merger Partner and Merger Partner Sub shall not have access to the Transaction Engagement Communications, or to any Transaction Engagement Communications in the files of the Parent Counsel, whether or not the Closing shall have occurred. Without limiting the generality of the foregoing, upon and after the Closing, (i) the Parent Companies shall be the sole holders of the attorney-client privilege, work product protection or other privileges or protections with respect to the Transaction Engagement Communications, and none of the Spinco Companies, Merger Partner or Merger Partner Sub shall be a holder thereof, (ii) to the extent that any Transaction Engagement Communications in the files of the Parent Counsel constitute property of a client, only the Parent Companies shall hold such property rights, and (iii) none of the Parent Counsel shall have any duty whatsoever to reveal or disclose any such Transaction Engagement Communications to the Spinco Companies, Merger Partner or Merger Partner Sub by reason of any attorney-client relationship between any of the Parent Counsel and any of the Spinco Companies or otherwise, unless otherwise directed by a court order or the order of any Governmental Authority.

(b) The Parties recognize that legal and other professional services will be provided following the Distribution Effective Time which will be rendered solely for the benefit of the Parent Companies on the one hand, or Spinco and the other Spinco Companies on the other hand, as the case may be. With respect to such post-Distribution services, the Parties agree as follows:

(i) Parent shall be entitled, in perpetuity, to control the assertion or waiver of all privileges, doctrines or protections in connection with privileged or protected information (including communications by or to lawyers (including attorney client privileged communications), memos and other materials prepared by lawyers or under the direction of a lawyer (including attorney work product) and communications and materials otherwise related to or made or prepared in connection with or in preparation for any legal proceeding) ("Privileged Information") that relates solely to the Parent Business, whether or not the Privileged Information is in the possession of or under the control of a Parent Company or a Spinco Company. Parent also shall be entitled, in perpetuity, to control the assertion or waiver of all privileges, doctrines or protections in connection with Privileged Information that relates solely to the subject matter of any claims constituting Excluded Liabilities, now pending or which may be asserted in the future, in any lawsuits or other proceedings initiated against a Parent Company, whether or not the Privileged Information is in the possession of or under the control of a Parent Company or a Spinco Company; and

(ii) Spinco shall be entitled, in perpetuity, to control the assertion or waiver of all privileges, doctrines or protections in connection with Privileged Information which relates solely to the Spinco Business, whether or not the Privileged Information is in the possession of or under the control of a Parent Company or a Spinco Company. Spinco also shall be entitled, in perpetuity, to control the assertion or waiver of all privileges, doctrines or protections in connection with Privileged Information that relates solely to the subject matter of any claims constituting Assumed Liabilities (except to the extent a Parent Company, despite the

provisions of this Agreement, may have liability in respect thereof to any third party, including a Governmental Authority), now pending or which may be asserted in the future, in any lawsuits or other proceedings initiated against or by a Spinco Company, whether or not the Privileged Information is in the possession of or under the control of a Parent Company or a Spinco Company.

(c) The Parties agree that they shall have a shared privilege or protection, with equal right to assert or waive, subject to the restrictions in this Section 5.05, with respect to all privileges, doctrines or protections not allocated pursuant to the terms of Sections 5.05(a) and 5.05(b). All privileges relating to any claims, proceedings, litigation, disputes or other matters that involve both a Parent Company and a Spinco Company in respect of which both Parties retain any responsibility or Liability under this Agreement, or otherwise, shall be subject to a shared privilege among them.

(d) Subject to the provisions of Section 5.05(e) and Section 5.05(f), no Party may waive any privilege, doctrine or protection that could be asserted under any Applicable Law and in which the other Party has a shared privilege, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Each Party shall use its reasonable best efforts to preserve any privilege or protection held by the other Party if that privilege or protection is a shared privilege or protection or has been allocated to the other Party pursuant to Section 5.05(b).

(e) In the event of any litigation or dispute between or among the Parties, or any members of their respective Groups, either such Party may waive a privilege or protection in which the other Party or member of such Group has a shared privilege or protection, without obtaining the consent of the other Party; provided, however, that such waiver of a shared privilege or protection shall be effective only as to the use of Privileged Information with respect to the litigation or dispute between the relevant Parties and/or the applicable members of their respective Groups, and shall not operate as a waiver of the shared privilege with respect to third parties.

(f) If a dispute arises between the Parties or their respective Subsidiaries regarding whether a privilege or protection should be waived to protect or advance the interest of either Party, each Party agrees that it shall negotiate in good faith, shall endeavor to minimize any prejudice to the rights of the other Party, and shall not unreasonably withhold, condition or delay consent to any request for waiver by the other Party. Each Party specifically agrees that it will not withhold, condition or delay consent to waiver for any purpose other than to protect its own legitimate interests.

(g) Upon receipt by either Party or by any Subsidiary thereof of any subpoena, discovery or other request that arguably calls for the production or disclosure of information subject to a shared privilege or protection, or as to which the other Party has the sole right hereunder to assert a privilege or protection, or if either Party obtains knowledge that any of its or any of its Subsidiaries' current or former directors, officers, agents or employees have received any subpoena, discovery or other request that arguably calls for the production or disclosure of such Privileged Information, such Party shall promptly notify the other Party of the existence of the request and shall provide the other Party a reasonable opportunity to review the Privileged Information and to assert any rights it or they may have under this Section 5.05 or otherwise to prevent the production or disclosure of such Privileged Information.

(h) The transfer of all Privileged Information pursuant to this Agreement is made in reliance on the agreement of Parent and Spinco as set forth in Section 5.04 and this Section 5.05 to maintain the confidentiality of Privileged Information and to assert and maintain all applicable privileges, doctrines or protections. Nothing provided for herein or in any other Transaction Document shall be deemed a waiver of any privilege, doctrine or protection that has been or may be asserted under this Agreement or otherwise.

Section 5.06 Other Agreements. Except as otherwise expressly provided in this Article V, the rights and obligations granted under this Article V shall be subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of data and information set forth in any other Transaction Document.

ARTICLE VI DISCLAIMER; NO REPRESENTATIONS OR WARRANTIES

Section 6.01 Disclaimer; No Representations or Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE OTHER TRANSACTION DOCUMENTS, EACH PARTY ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES UNDERSTANDS AND AGREES THAT NEITHER PARTY NOR ANY OF ITS AFFILIATES IS MAKING ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, TO THE OTHER PARTY OR ANY OF ITS AFFILIATES OR TO ANY OTHER PERSON IN RESPECT OF THE CONTEMPLATED TRANSACTIONS OR ANY INFORMATION THAT MAY HAVE BEEN EXCHANGED OR PROVIDED PURSUANT TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, AND THAT ALL TRANSFERRED ASSETS ARE BEING ASSIGNED AND TRANSFERRED, AND ALL ASSUMED LIABILITIES ARE BEING ASSUMED, ON AN "AS IS," "WHERE IS" BASIS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (I) NEITHER PARENT NOR ANY OF ITS AFFILIATES HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES IN ANY PRESENTATION OR WRITTEN INFORMATION RELATING TO THE SPINCO BUSINESS GIVEN OR TO BE GIVEN IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS OR IN ANY FILING MADE OR TO BE MADE BY OR ON BEHALF OF PARENT OR ANY OF ITS AFFILIATES WITH ANY GOVERNMENTAL AUTHORITY, AND NO STATEMENT MADE IN ANY SUCH PRESENTATION OR WRITTEN MATERIALS, MADE IN ANY SUCH FILING OR CONTAINED IN ANY SUCH OTHER INFORMATION SHALL BE DEEMED A REPRESENTATION OR WARRANTY HEREUNDER OR OTHERWISE, AND (II) PARENT, ON ITS OWN BEHALF AND ON BEHALF OF THE OTHER PARENT COMPANIES, EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. SPINCO ACKNOWLEDGES THAT PARENT HAS INFORMED IT THAT NO PERSON HAS BEEN AUTHORIZED BY PARENT OR ANY OF ITS AFFILIATES TO MAKE ANY REPRESENTATION OR WARRANTY IN RESPECT OF THE SPINCO BUSINESS OR IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS, UNLESS IN WRITING AND CONTAINED IN THIS AGREEMENT OR IN ANY OF THE OTHER TRANSACTION DOCUMENTS TO WHICH THEY ARE A PARTY.

**ARTICLE VII
INDEMNIFICATION; LIMITATION OF LIABILITY**

Section 7.01 Remedies. It is understood and agreed that (a) after the Distribution, the sole and exclusive remedy with respect to any breach of this Agreement shall be a claim for Damages (whether in contract, in tort or otherwise, and whether in law, in equity or both) made pursuant to, and subject to the limitations of, this Article VII; provided, however, that notwithstanding the foregoing, nothing in this Article VII shall limit the right of any Party (i) to pursue an action for or to seek remedies with respect to claims for fraud or (ii) to seek specific performance or other equitable relief; and (b) before the Distribution, indemnification under this Article VII shall not apply.

Section 7.02 Indemnification.

(a) Effective as of the Distribution Date and subject to the limitations set forth in Section 7.04, Spinco hereby indemnifies Parent, its Affiliates, and their respective Representatives (together, in each case, with their respective successors and permitted assigns, the "Parent Indemnified Parties") against, and agrees to hold them harmless from, any and all Damages arising out of, resulting from or related to (i) any breach by Spinco or any Spinco Company of, or failure by Spinco or any Spinco Company to perform, any covenants, agreements or obligations to be performed by Spinco or the Spinco Companies pursuant to this Agreement, (ii) except to the extent subject to indemnification by Parent under this Agreement, any Assumed Liabilities (including any Spinco Company's failure to perform or in due course pay or discharge any Assumed Liability), (iii) any Financial Support Arrangement relating to, arising out of or supporting the Spinco Business, (iv) any matters for which indemnification is provided by Spinco or any Spinco Company under any Transaction Document (other than this Agreement) (it being understood that the terms of such indemnification shall be governed by and subject to the terms of the applicable Transaction Document to the extent such terms differ from the provisions of this Article VII), or (v) any Liabilities assumed by a Spinco Company with respect to Contracts pursuant to Section 2.03.

(b) Effective as of the Distribution Effective Time and subject to the limitations set forth in Section 7.04, Parent hereby indemnifies Spinco, its Affiliates and their respective Representatives (together, in each case, with their respective successors and permitted assigns, the "Spinco Indemnified Parties") against, and agrees to hold them harmless from, any and all Damages arising out of, resulting from or related to (i) any breach by Parent or any Parent Company of, or failure by Parent or any Parent Company to perform, any covenants, agreements or obligations to be performed by Parent or the Parent Companies pursuant to this Agreement, (ii) any Excluded Liabilities (including any Parent Company's failure to perform or in due course pay or discharge any Excluded Liability), (iii) any matters for which indemnification is provided by Parent or any Parent Company under any Transaction Document (other than this Agreement) (it being understood that the terms of such indemnification shall be governed by and subject to the terms of the applicable Transaction Document to the extent such terms differ from the provisions of this Article VII), (iv) any Assumed Liability, but only to the extent arising out of or

resulting from any circumstance, condition or event existing or occurring (as the case may be) prior to the Distribution Date; provided that in the case of this clause (iv), Parent shall have no obligation to indemnify the Spinco Indemnified Parties with respect to any matter disclosed in the LMC Disclosure Letter, (v) any Liabilities assumed by a Parent Company with respect to Contracts pursuant to Section 2.04 or (vi) the special indemnity item listed in Schedule A-17.

Section 7.03 Procedures.

(a) If any Parent Indemnified Party shall seek indemnification pursuant to Section 7.02(a), or if any Spinco Indemnified Party shall seek indemnification pursuant to Section 7.02(b), the Person seeking indemnification (the "Indemnified Person") shall give written notice to the Party from whom such indemnification is sought (the "Indemnifying Party") promptly (and in any event within 10 days) after the Indemnified Person (or, if the Indemnified Person is a corporation, any officer or director of the Indemnified Person) becomes aware of the facts giving rise to such claim for indemnification (an "Indemnified Claim"), which notice shall specify in reasonable detail the factual basis of the Indemnified Claim, state the amount of Damages (or if not known, a good faith estimate of the amount of Damages) and the method of computation thereof, contain a reference to the provision of this Agreement in respect of which such Indemnified Claim arises and demand indemnification therefor. The failure of an Indemnified Person to provide notice in accordance with this Section 7.03(a), or any delay in providing such notice, shall not constitute a waiver of that Person's claims to indemnification pursuant to Section 7.02, except to the extent that (i) any such failure or delay in giving notice causes the amounts paid or to be paid by the Indemnifying Party to be greater than they otherwise would have been or otherwise results in prejudice to the Indemnifying Party or (ii) such notice is not delivered to the Indemnifying Party prior to the expiration of the applicable survival period set forth in Section 7.01. If the Indemnified Claim arises from the assertion of any claim, or the commencement of any Proceeding, brought by a Person that is not a Parent Company or a Spinco Company (a "Third Party Claim"), any such notice to the Indemnifying Party shall be accompanied by a copy of any papers theretofore served on or delivered to the Indemnified Person in connection with such Third Party Claim.

(b) In the event of receipt of notice of a Third Party Claim from an Indemnified Person pursuant to Section 7.03(a), the Indemnifying Party will be entitled to assume the defense and control of such Third Party Claim subject to the provisions of this Section 7.03(b). After written notice by the Indemnifying Party to the Indemnified Person of its election to assume the defense and control of a Third Party Claim, the Indemnifying Party shall not be liable to such Indemnified Person for any legal fees or expenses subsequently incurred by such Indemnified Person in connection therewith. Notwithstanding anything in this Section 7.03 to the contrary, until such time as the Indemnifying Party assumes the defense and control of a Third Party Claim as provided in this Section 7.03, the Indemnified Person shall have the right to defend such Third Party Claim, subject to the limitations set forth in this Section 7.03, in such manner as it may deem appropriate. Without regard to whether the Indemnifying Party or the Indemnified Person is defending and controlling any such Third Party Claim, it shall select counsel, contractors, experts and consultants of recognized standing and competence, shall take reasonable steps necessary in the investigation, defense or settlement thereof, and shall diligently and promptly pursue the resolution thereof. The Party conducting the defense thereof shall at all times act as if all Damages relating to the Third Party Claim were for its own account and shall

act in good faith and with reasonable prudence to minimize Damages therefrom. The Indemnified Person shall, and shall cause each of its Affiliates and Representatives to, cooperate fully with the Indemnifying Party in connection with any Third Party Claim.

(c) The Indemnifying Party shall be authorized to consent to a settlement of, or the entry of any judgment arising from, any Third Party Claims, and the Indemnified Person shall consent to a settlement of, or the entry of any judgment arising from, such Third Party Claims, if (A) such settlement shall not encumber any of the assets of any Indemnified Person or contain any restriction or condition that would apply to such Indemnified Person or to the conduct of that Person's business, (B) such settlement or entry of judgment does not contain or involve an admission or statement providing for or acknowledging any liability or criminal wrongdoing on behalf of the Indemnified Person or any of its Affiliates, and (C) such settlement contains as a condition thereto, a complete release of the Indemnified Person. No settlement or entry of judgment in respect of any Third Party Claim shall be consented to by any Indemnified Person without the express written consent of the Indemnifying Party.

(d) If an Indemnifying Party makes any payment on an Indemnified Claim, the Indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Indemnified Person to any insurance benefits or other claims or benefits of the Indemnified Person with respect to such claim.

(e) Without limiting the provisions of this Section 7.03, it is acknowledged and agreed that Parent shall defend and control the Third Party Claims described in Item 5 of Schedule A-16 (the "ASBCA Matter"). In furtherance of the foregoing, the Parties acknowledge and agree that the provisions of Section 5.02(b) shall apply to the ASBCA Matter. With respect to the Third Party Claim described in Schedule A-17 (the "MSA Matter"), the Parties acknowledge and agree that the Spinco Indemnified Parties shall keep Parent reasonably apprised of all developments with respect to such Third Party Claim and all Proceedings relating thereto, including the defense of claims in respect thereof by Mission Support Alliance, LLC, shall consult with Parent regarding any material developments and decisions in the defense of the MSA Matter and shall consider in good faith the views of Parent in respect of the MSA Matter. Neither Spinco nor any Spinco Indemnified Party shall consent or agree to any settlement or entry of judgment with respect to the MSA Matter (including through any approval of or consent to any action of the MSA joint venture) without the express written consent of Parent, such consent not to be unreasonably withheld, conditioned or delayed.

Section 7.04 Limitations. Notwithstanding anything to the contrary in this Agreement or in any of the Transaction Documents:

(a) Each Party shall, and shall cause its Subsidiaries (and its and the Subsidiaries' Representatives), to take all reasonable steps to mitigate Damages subject to indemnification under this Article VII upon and after becoming aware of any event that reasonably could be expected to give rise to any such Damages, and indemnification shall not be available under this Article VII to the extent any such Damages are attributable to a failure of any such Person to take reasonable steps to mitigate such Damages;

(b) No Parent Indemnified Party or Spinco Indemnified Party shall be entitled to payment or indemnification more than once with respect to the same matter (including by being taken into account in the determination of the Final Net Working Capital Amount);

(c) No Party shall be entitled to set off, or shall have any right of set off, in respect of any Damages under this Article VII against any payments to be made by such Party under this Agreement or any other Transaction Document; and

(d) Parent's obligation to indemnify Spinco Indemnified Parties for Damages with respect to Assumed Liabilities pursuant to Section 7.02(b)(iv) is subject to the following additional limitations: (i) Parent shall only have liability to the Spinco Indemnified Parties under Section 7.02(b)(iv) with respect to an Assumed Liability to the extent such Assumed Liability was the subject of a written notice given by a Spinco Indemnified Party pursuant to and in compliance with Section 7.03(a) on or prior to the first anniversary of the Distribution Date; (ii) Parent shall have no liability under Section 7.02(b)(iv) with respect to any Assumed Liability to the extent of any amounts reserved or accrued on the Balance Sheet or taken into account in the determination of the Final Net Working Capital Amount (it being understood that any such reserved or accrued amounts also shall not be counted for purposes of determining whether the Deductible contemplated in clause (iii) has been satisfied); (iii) Parent shall have no Liability under Section 7.02(b)(iv) with respect to any claim (including any Damages) until the aggregate amount of all Damages under Section 7.02(b)(iv) exceeds \$100,000,000 (the "Deductible"), at which point the Spinco Indemnified Parties shall be entitled to indemnification only for those Damages in excess of the Deductible; and (iv) in no event shall the obligation of Parent to indemnify Spinco Indemnified Parties pursuant to Section 7.02(b)(iv) exceed \$400,000,000 in the aggregate.

Section 7.05 Reimbursement of Damages.

(a) Spinco shall use reasonable best efforts to obtain reimbursement of any and all Damages suffered by any Spinco Company that are subject to indemnification by Parent hereunder as a reimbursable cost under Government Contracts to the extent such Damages are reimbursable in accordance with Applicable Law. To the extent a Spinco Company is reimbursed for any cost under a Government Contract in respect of a matter where a Spinco Indemnified Party has been indemnified under this Article VII, the Spinco Company shall remit such reimbursement to Parent promptly thereafter.

(b) Parent shall use reasonable best efforts to obtain reimbursement of any and all Damages suffered by any Parent Company that are subject to indemnification by Spinco hereunder as a reimbursable cost under Government Contracts to the extent such Damages are reimbursable in accordance with Applicable Law. To the extent a Parent Company is reimbursed for any cost under a Government Contract in respect of a matter where a Parent Indemnified Party has been indemnified under this Article VII, the Parent Company shall remit such reimbursement to Spinco promptly thereafter.

**ARTICLE VIII
FURTHER ASSURANCES AND ADDITIONAL COVENANTS**

Section 8.01 Further Assurances. Subject to the terms and conditions of this Agreement, before and after the Distribution each Party shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper, advisable or desirable under any Applicable Law, to consummate or implement the Contemplated Transactions, including providing information reasonably requested by other Persons necessary for such Persons to evaluate whether to consent to the assignment of any Contracts or permits or related rights or obligations and seeking any such consents; provided, however, that the foregoing shall not be deemed to require either Party to waive compliance by the other Party and its Affiliates of its respective covenants or obligations under this Agreement or to waive any conditions precedent required to be satisfied by the other Party. Parent and Spinco shall execute and deliver, and shall cause Parent Companies and Spinco Companies, respectively, as appropriate or required and as the case may be, to execute and deliver, such other documents, certificates, agreements and other writings and to take such other actions as may be necessary, proper, advisable or desirable to consummate or implement the Contemplated Transactions. In furtherance and not in limitation of the foregoing, to the extent a Transaction Document provides for a Parent Company (other than Parent) or another Spinco Company (other than Spinco) to take or refrain from taking any action, Parent shall cause every other Parent Company, and Spinco shall cause every other Spinco Company, to abide by the terms of the Transaction Document as if each such Party and Parent Company or Spinco Company, as the case may be, was a signatory to the Transaction Documents. Except as otherwise expressly set forth in the Transaction Documents, nothing in this Section 8.01 or in any other provision of this Agreement shall require any Parent Companies or Spinco Companies to make any payments in order to obtain any consents or approvals necessary, proper, advisable or desirable in connection with the consummation of the Contemplated Transactions.

Section 8.02 Novation of Government Contracts.

(a) Promptly following the Distribution Effective Time, Spinco (or another Spinco Company designated by Spinco) shall, in accordance with, and to the extent required by the Federal Acquisition Regulation Part 42, Subpart 42.12, submit in writing to its Defense Contract Executive and each responsible contracting officer a request that the U.S. Government recognize Spinco (or the applicable Spinco Company) as the successor in interest to all of the Government Contracts constituting Transferred Assets being assigned, transferred and conveyed to Spinco (or the applicable Spinco Company) in accordance with the Transaction Documents. Parent shall promptly provide Spinco, its Defense Contract Executive and each responsible contracting officer all information and documentation necessary to obtain, to the extent required by the Federal Acquisition Regulation Part 42, Subpart 42.12, the consent of the U.S. Government to recognize Spinco as the successor in interest to the Government Contracts being sold, assigned, transferred and conveyed to Spinco in accordance with the Transaction Documents. Each of Spinco and Parent shall enter into novation agreements (the "Spinco Novation Agreements") with respect to such Government Contracts substantially in the form contemplated by such regulations. Each of Spinco and Parent shall use reasonable best efforts, and shall cooperate with the other, to obtain all consents, approvals and waivers required for the purpose of processing, entering into and completing the Spinco Novation Agreements with

regard to such Government Contracts, including responding promptly to any requests for relevant information by the U.S. Government with regard to such Spinco Novation Agreements, provided that such information is reasonably available to Parent. On the Distribution Date, Spinco (or applicable Spinco Companies) and Parent (or applicable Parent Companies) shall enter into the Subcontract Pending Novation—Parent to Spinco, pursuant to which Spinco Companies shall assume and perform all obligations under such Government Contracts pending entry into such Spinco Novation Agreements. The Parties acknowledge and agree that, in respect of Government Contracts, the Subcontract Pending Novation—Parent to Spinco constitutes the mutually agreeable arrangement contemplated by Section 2.03(a).

(b) Promptly following the Distribution Effective Time, Parent (or another Parent Company designated by Parent) shall, in accordance with, and to the extent required by the Federal Acquisition Regulation Part 42, Subpart 42.12, submit in writing to its Defense Contract Executive and each responsible contracting officer a request that the U.S. Government recognize Parent (or the applicable Parent Company) as the successor in interest to all of the Government Contracts constituting Excluded Assets being assigned, transferred and conveyed to Parent (or the applicable Parent Company) in accordance with the Transaction Documents. Spinco shall promptly provide Parent, its Defense Contract Executive and each responsible contracting officer all information and documentation necessary to obtain, to the extent required by the Federal Acquisition Regulation Part 42, Subpart 42.12, the consent of the U.S. Government to recognize Parent as the successor in interest to the Government Contracts being assigned, transferred and conveyed to Parent in accordance with the Transaction Documents. Each of Parent and Spinco shall enter into novation agreements (the “Parent Novation Agreements”) with respect to such Government Contracts substantially in the form contemplated by such regulations. Each of Parent and Spinco shall use reasonable best efforts, and shall cooperate with the other, to obtain all consents, approvals and waivers required for the purpose of processing, entering into and completing the Parent Novation Agreements with regard to such Government Contracts, including responding promptly to any requests for relevant information by the U.S. Government with regard to such Parent Novation Agreements, provided that such information is reasonably available to Spinco. On the Distribution Date, Parent (or applicable Parent Companies) and Spinco (or applicable Spinco Companies) shall enter into the Subcontract Pending Novation—Spinco to Parent, pursuant to which Parent Companies shall assume and perform all obligations under such Government Contracts pending entry into such Parent Novation Agreements. The Parties acknowledge and agree that, in respect of Government Contracts, the Subcontract Pending Novation—Spinco to Parent constitutes the mutually agreeable arrangement contemplated by Section 2.04(a).

(c) Following the Distribution Effective Time, in the event any member of a Party’s Group remains a party to any contract with any Governmental Authority (the “Contract Party”), which contract is to be novated to a member of the other Party’s Group (the “Novation Party”) following the Distribution Effective Time in accordance with this Agreement, the Contract Party shall take all reasonable measures necessary to maintain any security clearances required to be maintained pursuant to or in connection with such agreement until such contract is novated to the applicable member of the Novation Party’s Group in accordance herewith.

(d) The Parties acknowledge that it may not be practicable to seek the novation pursuant to Section 8.02(a) or Section 8.02(b) in respect of Inactive Contracts.

Accordingly, unless required by the applicable Governmental Authority, the Parties agree not to seek novation of Inactive Contracts under Section 8.02(a) or Section 8.02(b), notwithstanding the fact that Assets and Liabilities in respect of such Contracts relating to the Spinco Business are Transferred Assets and Assumed Liabilities, respectively, and the fact that Assets and Liabilities in respect of such Contracts relating to a Parent Business that are in the name of a Spinco Company are Excluded Assets and Excluded Liabilities, respectively.

(e) If and to the extent consent of a Governmental Authority that is not part of the U.S. Government is required, or a novation comparable to the novations contemplated by Section 8.02(a) or Section 8.02(b) is required by a Governmental Authority that is not part of the U.S. Government, the Parties shall use reasonable best efforts to obtain such consent or novation, including efforts comparable to those contemplated in Section 8.02(a) or Section 8.02(b) in respect of Government Contracts and those contemplated by Section 2.03 or Section 2.04.

(f) The Parties shall cooperate concerning the filing, prosecution and intervention in bid protests arising from or in connection with Government Bids. To the extent necessary or appropriate, Parent shall, and shall cause all Parent Companies, to take such bid protest actions on behalf of Spinco, subject to Parent's exercise of reasonable discretion (after consulting with outside counsel) that it has satisfied its obligations under Applicable Law prior to the filing, prosecution and intervention in such bid protests.

Section 8.03 Certain Government Contract Matters.

(a) From and after the Distribution Date, with respect to any Government Contracts assigned, transferred and conveyed to the Spinco Companies under the Transaction Documents, Spinco shall allow any Governmental Authority to offset any Settlement Liability related to such Government Contracts against payments otherwise owed by such Governmental Authority after the Distribution, and/or promptly reimburse Parent for Spinco's *pro rata* portion of any Settlement Liabilities of Parent paid or to be paid to any Governmental Authority by Parent in respect of such Government Contracts, with such *pro rata* portion calculated in a manner consistent with Parent's business practices prior to the Distribution. For the avoidance of doubt, Spinco shall indemnify or otherwise compensate Parent for any and all future Liabilities associated with audit adjustments of allocations related to or associated with the Assumed Liabilities and/or Transferred Assets.

(b) From and after the Distribution Date, with respect to any Government Contracts assigned, transferred and conveyed to the Parent Companies under the Transaction Documents, Parent shall allow any Governmental Authority to offset any Settlement Liability related to such Government Contracts against payments otherwise owed by such Governmental Authority after the Distribution, and/or promptly reimburse Spinco for Parent's *pro rata* portion of any Settlement Liabilities of Spinco paid or to be paid to any Governmental Authority by Spinco in respect of such Government Contracts, with such *pro rata* portion calculated in a manner consistent with Parent's business practices between the date of this Agreement and the Distribution Effective Time. For the avoidance of doubt, Parent shall indemnify or otherwise compensate Spinco for any and all future Liabilities associated with audit adjustments of allocations not related to or associated with the Assumed Liabilities or Transferred Assets.

(c) The Parties agree to take the actions contemplated by the Contract Close-Out Protocol set forth in Attachment X.

Section 8.04 Non-Solicitation of Employees.

(a) For a period of 18 months after the Distribution Date, neither Spinco nor any of its Affiliates shall, without the prior written approval of Parent, directly or indirectly solicit any non-administrative employee of any Parent Company to terminate his or her employment relationship with Parent or any of its Subsidiaries; provided, however, that the foregoing shall not apply to any employee hired as a result of the use of an independent employment agency (so long as the agency was not directed to solicit a particular individual or a class of individuals that could only be satisfied by employees of a Parent Company) or as a result of the use of advertisements and other general solicitation (such as an advertisement in newspapers, on Spinco websites or internet job sites, or on radio or television) not specifically directed to employees of a Parent Company.

(b) For a period of 18 months after the Distribution Date, neither Parent nor any of its Affiliates shall, without the prior written approval of Spinco, directly or indirectly solicit any non-administrative employee of the Spinco Business as of the Distribution Date to terminate his or her employment relationship with Spinco or any of its Subsidiaries; provided, however, that the foregoing shall not apply to any employee hired as a result of the use of an independent employment agency (so long as the agency was not directed to solicit a particular individual or a class of individuals that could only be satisfied by employees of the Spinco Business) or as a result of the use of advertisements and other general solicitation (such as an advertisement in newspapers, on Parent websites or internet job sites, or on radio or television) not specifically directed to employees of the Spinco Business.

Section 8.05 Insurance; Financial Support Arrangements.

(a) Except as otherwise may be agreed in writing by the Parties, Parent shall not have any obligation to maintain any form of insurance covering all or any part of the Transferred Assets, the Spinco Business or the employees thereof after the Merger Effective Time or to make any monetary payment in connection with any such policy.

(b) On and after the Distribution Date, Spinco shall reimburse Parent, within 30 days of receipt of an invoice, for any self-insurance, retention, deductible or retrospective premium, including any allocated loss adjustment or similar expenses (all such Liabilities, collectively, the "Insurance Liabilities") allocated to the Spinco Business by Parent on a basis consistent with past practices resulting from or arising under any and all current or former insurance policies maintained by Parent Companies, including in connection with workers' compensation arrangements, to the extent that such Insurance Liabilities relate to or arise out of the Spinco Business, any Assumed Liabilities or any activities of the Spinco Companies. Spinco agrees that, to the extent any of the insurers under the insurance policies, in accordance with the terms of the insurance policies, requests or requires collateral, deposits or other security to be provided with respect to claims made against such insurance policies relating to or arising out of the Spinco Business, any Assumed Liabilities or any activities of the Spinco Companies, Spinco shall provide the collateral, deposits or other security or, upon request of Parent, will replace any collateral, deposits or other security provided by Parent or any of its Affiliates to the extent related to or arising out of the Spinco Business, any Assumed Liabilities or any activities of the Spinco Companies.

(c) Spinco agrees that, not later than 60 days after the Distribution Date, and in a manner reasonably satisfactory to Parent, Spinco shall in good faith seek to have Parent and its Subsidiaries released, effective as of the Distribution Date, from all obligations under the Parent Financial Support Arrangements set forth on Schedule 8.05(c). In furtherance of the foregoing, Spinco agrees (i) to provide substitute Financial Support Arrangements on terms and conditions reasonably satisfactory to the beneficiaries thereof as soon as practicable following the Distribution Date and (ii) to provide financial information concerning the Spinco Companies and any guarantor as may be requested by those Persons for whose benefit the Parent Financial Support Arrangements were made.

(d) For any claim asserted against Spinco or any Spinco Company after the Distribution Effective Time arising out of an occurrence taking place prior to the Distribution Effective Time ("Post-Closing Claims"), Spinco and each Spinco Subsidiary may access coverage under the occurrence-based insurance policies of Parent or its Subsidiaries (as applicable) issued or in place prior to the Distribution Effective Time under which Spinco or any Spinco Subsidiary is insured (the "Pre-Closing Occurrence Based Policies"), to the extent such insurance coverage exists. After the Distribution Effective Time, the Spinco Companies may seek coverage for any Post-Closing Claim under any applicable Pre-Closing Occurrence Based Policies, to the extent such insurance coverage exists, and Parent and its Subsidiaries (as applicable) shall cooperate with Spinco and the Spinco Subsidiaries in connection with the tendering of such claims; provided, however, that: (i) Spinco or the Spinco Subsidiaries shall promptly notify Parent of all such Post-Closing Claims; and (ii) Spinco shall be responsible for the satisfaction or payment of any applicable retention, deductible or retrospective premium with respect to any Post-Closing Claim and shall reimburse to Parent and its Subsidiaries all reasonable out of pocket costs and expenses incurred in connection with such claims. In the event that a Post-Closing Claim relates to the same occurrence for which Parent or its Subsidiaries is seeking coverage under Pre-Closing Occurrence Based Policies, and the limits under an applicable Pre-Closing Occurrence Based Policy are not sufficient to fund all covered claims of Spinco or any Spinco Subsidiary (as applicable) and Parent or its Subsidiaries (as applicable), amounts due under such a Pre-Closing Occurrence Based Policy shall be paid to the respective entities in proportion to the amounts which otherwise would be due were the limits of liability infinite.

(e) Parent shall maintain in effect for not less than six years after the Merger Effective Time, by prepaid run-off, "tail coverage" endorsement or otherwise (including, by continuing to provide coverage under Parent existing policies), the coverage provided by directors' and officers' liability and fiduciary liability insurance under which Spinco and the Spinco Subsidiaries are insured as of immediately prior to the Merger Effective Time; provided, however, that Parent may substitute prepaid policies of at least the same coverage containing terms and conditions that are no less advantageous to Spinco or any Spinco Subsidiary so long as such substitution does not result in gaps or lapses in coverage with respect to matters occurring prior to the Merger Effective Time.

(f) If, at any time after the Distribution Date, (i) any amounts are drawn on or paid under any Parent Financial Support Arrangement pursuant to which Parent or any of its Affiliates is obligated to reimburse the Person making such payment or (ii) Parent or any of its Affiliates pays any amounts under, or any fees, costs or expenses relating to, any Parent Financial Support Arrangement, Spinco shall reimburse Parent such amounts promptly after receipt from Parent of notice thereof. If, at any time after the Distribution Date, (i) any amounts are drawn on or paid under any Spinco Financial Support Arrangement pursuant to which Spinco or any of its Affiliates is obligated to reimburse the Person making such payment or (ii) Spinco or any of its Affiliates pays any amounts under, or any fees, costs or expenses relating to, any Spinco Financial Support Arrangement, Parent shall reimburse Spinco such amounts promptly after receipt from Spinco of notice thereof.

Section 8.06 Lockbox Accounts. On and after the Distribution Date, Parent shall take such actions as may be reasonable under the circumstances to transfer to Spinco from time to time any payments in respect of accounts receivable constituting Transferred Assets received by Parent Companies in any lockbox or similar bank account of a Parent Company. On and after the Distribution Date, Spinco shall take such actions as may be reasonable under the circumstances to transfer to Parent from time to time any payments in respect of accounts receivable constituting Excluded Assets received by Spinco Companies in any lockbox or similar bank account of a Spinco.

Section 8.07 Bulk Sales Laws. Each Party, on behalf of itself and each of the other members of its Group, hereby waives compliance with the requirements and provisions of all Applicable Laws in respect of “bulk sales” or “bulk transfers” in any jurisdiction that may be applicable to any of the Contemplated Transactions.

Section 8.08 Casualty and Condemnation. If, between the date of this Agreement and the Distribution Effective Time, there shall occur any physical damage to or destruction of, or theft or similar loss of, any Transferred Assets (a “Casualty Loss”) or any condemnation or taking by eminent domain by a Governmental Authority of any asset that would constitute Transferred Assets if in existence at the Distribution Effective Time (a “Condemnation Event”), then (a) Parent shall use commercially reasonable efforts consistent with past practice to (i) replace or repair, as applicable, such asset, and (ii) replace the asset that has been condemned or taken as necessary consistent with prudent operation of the Spinco Business or (b) if the Distribution is consummated notwithstanding such Casualty Loss or Condemnation Event, and if such damaged, destroyed, stolen, lost or condemned or taken assets have not been repaired or replaced as of the Distribution Effective Time, then, promptly after any casualty insurance proceeds, business interruption insurance proceeds or condemnation proceeds payable to Parent or any of its Subsidiaries with respect to such Casualty Loss or Condemnation Event that constitute Transferred Assets have been collected, Parent shall, or shall cause its Subsidiaries to, pay to Spinco any such amounts constituting Transferred Assets.

ARTICLE IX EMPLOYEE AND EMPLOYEE BENEFITS MATTERS

Section 9.01 Employee and Employee Benefit Matters. The Parties agree as to employee and employee benefit matters as set forth in the Employee Matters Agreement. In the event of any inconsistency regarding employee and employee benefit matters between the Employee Matters Agreement and this Agreement, the Employee Matters Agreement shall govern to the extent of the inconsistency.

**ARTICLE X
TAX MATTERS**

Section 10.01 Tax Matters. Neither this Agreement nor any Ancillary Agreement shall govern Tax matters (including any administrative, procedural and related matters thereto, "Tax Matters"), except as otherwise expressly provided herein or therein. Tax Matters shall be exclusively governed by the Tax Matters Agreement and the Employee Matters Agreement.

**ARTICLE XI
TRANSITION SERVICES**

Section 11.01 Transition Services Agreement—Parent to Spinco. From and after the Distribution Effective Time, Parent agrees to provide transition services to Spinco as set forth in the Transition Services Agreement—Parent to Spinco. In the event of any inconsistency regarding transition service matters between the Transition Services Agreement—Parent to Spinco and this Agreement, the Transition Services Agreement—Parent to Spinco shall govern to the extent of the inconsistency.

Section 11.02 Transition Services Agreement—Spinco to Parent. From and after the Distribution Effective Time, Spinco agrees to provide transition services to Parent as set forth in the Transition Services Agreement—Spinco to Parent. In the event of any inconsistency regarding transition services matters between the Transition Services Agreement—Spinco to Parent and this Agreement, the Transition Services Agreement—Spinco to Parent shall govern to the extent of the inconsistency.

Section 11.03 Separation Planning and Day-One Readiness.

(a) The Parties shall cooperate in good faith to design a plan consistent with the Internal Reorganization (the "Separation/Migration Plan") or the separation of the Spinco Business's computer systems, infrastructure, databases, software, facilities or networks or other information technology (collectively, "Systems") from Parent and its Affiliates' Systems ("Systems Separation"), and extraction and movement of Data and other information constituting Transferred Assets ("Spinco Data") from Parent and its Affiliates' Systems to the Spinco Companies' Systems, and the extraction and movement of Data and other information constituting Excluded Assets ("Parent Data") from the Spinco Companies' Systems to Parent and its Affiliates' Systems (collectively, the "Data Migration"). Without limiting the foregoing, for the purpose of allowing and enabling the Spinco Companies to prepare to receive transfer of the Transferred Assets on the Distribution Date and operate the Spinco Business on the Distribution Date ("Day-One Readiness"), and for the purpose of allowing and enabling Parent and Spinco to design plans for, and to prepare for, the Systems Separation, as soon as practicable after the date of this Agreement, Parent shall prepare in good faith a comprehensive plan for Day-One Readiness, which shall provide a reasonable structure and design for the segregation of the Spinco Business within Parent's Systems prior to the Distribution Effective Time to the extent

necessary to protect and limit access to sensitive or proprietary data, the purpose and reasonably expected effect of which is intended to ensure the uninterrupted continuation of the Spinco Business on and after the Distribution Date and to enable the Spinco Companies to receive transfer of the Transferred Assets and operate the Spinco Business upon the Distribution (the "Day-One Plan"). Each Party shall use its reasonable best efforts to implement the tasks contemplated to be taken by it in the Day-One Plan on the terms and conditions, and within the scheduled time periods, outlined in the Day-One Plan; provided that the Parties acknowledge that the time periods set forth in the Day-One Plan may shift based on various factors that arise after the development of the Day-One Plan.

(b) To the extent that, as of the Distribution Date, any of the actions, deliverables or plans contemplated under the Day-One Plan have not been accomplished, the Parties shall cooperate in good faith and use all reasonable efforts to design and implement one or more workaround solutions so as to ensure the uninterrupted continuation of the Spinco Business on and after the Distribution Date.

ARTICLE XII SUPPLY AGREEMENTS

Section 12.01 Supply Agreement—Parent to Spinco. From and after the Distribution Effective Time, Parent agrees to provide to Spinco the products and services set forth in the Supply Agreement—Parent to Spinco. In the event of any inconsistency between the Supply Agreement—Parent to Spinco and this Agreement, the Supply Agreement—Parent to Spinco shall govern to the extent of the inconsistency.

Section 12.02 Supply Agreement—Spinco to Parent. From and after the Distribution Effective Time, Spinco agrees to provide to Parent the products and services set forth in the Supply Agreement—Spinco to Parent. In the event of any inconsistency between the Supply Agreement—Spinco to Parent and this Agreement, the Supply Agreement—Spinco to Parent shall govern to the extent of the inconsistency.

ARTICLE XIII INTELLECTUAL PROPERTY MATTERS

Section 13.01 Intellectual Property Matters.

(a) The Parties agree as to intellectual property matters as set forth in the Intellectual Property Matters Agreement. In the event of any inconsistency regarding intellectual property matters between the Intellectual Property Matters Agreement and this Agreement, the Intellectual Property Matters Agreement shall govern to the extent of the inconsistency.

(b) The Parties acknowledge and agree that Parent shall have the right to designate the Spinco Company recipient of all intellectual property rights conveyed and licensed under this Agreement and the Transaction Documents; provided that nothing in this Section 13.01(b) shall limit the ability of the Spinco Companies to use such intellectual property rights in accordance with the terms and conditions of the applicable Transaction Documents.

ARTICLE XIV
REAL PROPERTY AND RELATED MATTERS

Section 14.01 Transferred Owned Real Property. Effective prior to the Distribution Effective Time, Parent shall transfer by quitclaim deed the Transferred Owned Real Property to Spinco or another Spinco Company designated in writing by Spinco. The Parties shall cooperate with each other and use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to effect the lease, effective immediately prior to the Distribution Effective Time, of certain portions of the Transferred Owned Real Property back to Parent, on the terms and conditions contemplated by the applicable Leaseback Term Sheet with respect thereto.

Section 14.02 Transferred Leased Real Property. Subject to the provisions of this Section 14.02, the Parties shall cooperate with each other and use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to effect the assignment of the leases for the Transferred Leased Real Property by Parent or the applicable Affiliated Transferor, as the case may be, to Spinco or Spinco Companies designated by Spinco and to enter into an Assignment and Assumption of Lease Agreement with respect to each lease for the Transferred Leased Real Property. The Parties shall cooperate with each other and use reasonable best efforts to obtain any consents or approvals required in connection with the assignment of the leases for the Transferred Leased Real Property from the Parent Companies to the Spinco Companies and, upon the election of Parent, to obtain from the applicable landlords or other third parties the full release of Parent Companies from all liabilities and obligations under the leases in respect of such Transferred Leased Real Property. If any landlord of any Transferred Leased Real Property is unwilling to release Parent or its Affiliated Transferor from all liabilities and obligations under the lease relating to such Transferred Leased Real Property, then (i) Spinco shall (A) indemnify the Parent Indemnified Parties against, and hold them harmless from, any and all Damages arising out of, resulting from or related to Spinco's breach of or default of the lease for such Transferred Leased Real Property, or other failure to perform and discharge Spinco's liabilities and obligations under such lease, and (B) at the option of Parent, post a letter of credit, standby letter of credit, guaranty or other Financial Support Arrangement reasonably acceptable to Parent in support of Spinco's liabilities and obligations under such lease in an amount sufficient to reimburse Parent for any unpaid rent (including accelerated rent), fees, penalties or other amounts that may be assessed against Parent in the event of Spinco's breach of or default of such lease or other failure to perform and discharge Spinco's liabilities and obligations under such lease, and (ii) at the option of Parent, in lieu of assignment of the lease for such Transferred Leased Real Property, Parent or its applicable Affiliated Transferor and Spinco or another Spinco Company designated by Spinco shall execute and deliver a sublease agreement for the sublease by Spinco or such Spinco Company of such Transferred Leased Real Property in a form and on such terms and conditions as shall be reasonably acceptable to Parent. In the event that any landlord of any Transferred Leased Real Property is unwilling to release Parent or its Affiliated Transferor from all liabilities and obligations under the lease relating to such Transferred Leased Real Property, Spinco shall not be entitled to exercise any renewal term, renewal option or otherwise extend any such lease under any provision thereof in any way beyond the term in effect immediately prior to the Distribution Effective Time and such lease shall terminate at the end of the lease term then in effect. Notwithstanding the foregoing sentence, nothing shall prohibit Spinco from negotiating a

new lease with such landlord for such Transferred Leased Real Property. Notwithstanding the foregoing, nothing in this Section 14.02 shall require any party to make any payments in order to obtain such consents, approvals or releases, except for reasonable and customary costs to cover actual expenses incurred by landlords to process any requests for assignment and except for payments expressly contemplated by the leases of such Transferred Leased Real Property.

Section 14.03 Leased Facilities. Subject to the provisions of this Section 14.03, the Parties shall cooperate with each other and use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to effect the lease, effective immediately prior to the Distribution Effective Time, of the Leased Premises to Spinco, or to Spinco Companies designated by Spinco, on the terms and conditions set forth on the applicable Lease Term Sheet with respect thereto.

Section 14.04 Subleased Facilities. Subject to the provisions of this Section 14.04, the Parties shall cooperate with each other and use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to effect the sublease, effective immediately prior to the Distribution Effective Time, of the Subleased Premises by Parent or the applicable Affiliated Transferor, as the case may be, to Spinco or other Spinco Companies designated by Spinco on the terms and conditions contemplated by the applicable Sublease Term Sheet with respect thereto. The Parties shall cooperate with each other and use reasonable best efforts to obtain any consents or approvals required in connection with the partial sublease of the leases to the Subleased Facilities to Spinco Companies. Any sublease for Subleased Premises shall be subordinate to the master lease for such subleased premises under which Parent or the applicable Affiliated Transferor is the tenant. Neither Parent nor any Affiliated Transferor shall have any obligation to renew, exercise any option to renew or extend or otherwise extend the master lease in any way beyond the term in effect immediately prior to the Distribution Effective Time and in the event that the master lease terminates for any reason, the sublease for any such Subleased Premises shall likewise terminate. In the event that Parent or the applicable Affiliated Transferor renews, exercises any option to renew or otherwise extends the master lease, the sublease for such Subleased Premises shall likewise be extended or renewed unless otherwise mutually agreed upon by the parties thereto. Notwithstanding the foregoing, nothing in this Section 14.04 shall require any party to make any payments in order to obtain such consents, approvals or releases, except for reasonable and customary costs to cover actual expenses incurred by landlords to process any requests for assignment and except for payments expressly contemplated by the leases of such Subleased Facilities.

Section 14.05 Shared Facilities. Subject to the provisions of this Section 14.05, the Parties shall cooperate with each other and use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to effect the license, effective immediately prior to the Distribution Effective Time, of the Licensed Premises by Parent or the applicable Affiliated Transferor, as the case may be, to Spinco or other Spinco Companies designated by Spinco on the terms and conditions contemplated by the applicable Licensed Premises Term Sheet with respect thereto. The Parties shall cooperate with each other and use reasonable best efforts to obtain any consents or approvals required in connection with the partial license under any leases to the Shared Facilities to Spinco Companies. Notwithstanding the foregoing, nothing in this Section 14.05 shall require any party to make any payments in order to obtain such consents, approvals or releases, except for reasonable and customary costs to cover actual expenses incurred by landlords to process any requests for assignment and except for payments expressly contemplated by the leases of such Shared Facilities.

**ARTICLE XV
TERMINATION**

Section 15.01 Termination. This Agreement shall terminate without further action at any time before the Closing upon termination of the Merger Agreement.

Section 15.02 Effect of Termination. In the event of any termination of this Agreement pursuant to Section 15.01 prior to the Closing, and except as provided in the Merger Agreement, neither Party nor any of its Affiliates shall have any liability or further obligation to the other Party or any of its Affiliates under this Agreement or in respect of the transactions contemplated hereby.

**ARTICLE XVI
MISCELLANEOUS**

Section 16.01 Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including telecopy or similar writing) and shall be given:

if to Parent:

Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, Maryland 20817
Attention: Senior Vice President, General Counsel and Corporate Secretary
Telecopy: (301) 897-6013

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

Hogan Lovells US LLP
Harbor East
100 International Drive
Suite 2000
Baltimore, Maryland 21202
Attention: Glenn C. Campbell
Telecopy: (410) 659-2701

if to Spinco:

Abacus Innovations Corporation
c/o Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, Maryland 20817
Attention: President
Telecopy: (301) 897-6013

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

Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, Maryland 20817
Attention: Senior Vice President, General Counsel and Corporate Secretary
Telecopy: (301) 897-6013

or to such other address or telecopy number and with such other copies, as such Party may hereafter specify for that purpose by notice to the other Party. Each such notice, request or other communication shall be effective (a) on the day delivered (or if that day is not a Business Day, on the first following day that is a Business Day) when (i) delivered personally against receipt or (ii) sent by overnight courier, (b) on the day when transmittal confirmation is received if sent by telecopy (or if that day is not a Business Day, on the first following day that is a Business Day), and (c) if given by any other means, upon delivery or refusal of delivery at the address specified in this Section 16.01.

Section 16.02 Amendments; Waivers.

(a) This Agreement may be amended, and any provision of this Agreement may be waived if and only if such amendment or waiver, as the case may be, is in writing and signed, in the case of an amendment, by the Parties or, in the case of a waiver, by the Party against whom the waiver is to be effective, in each case subject to the prior written consent of Merger Partner pursuant to Section 7.15 of the Merger Agreement.

(b) No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, no action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. Any term, covenant or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but only by a written notice signed by such Party expressly waiving such term, covenant or condition. The waiver by any Party of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

Section 16.03 Expenses. Except as otherwise provided in this Agreement or any other Transaction Document, all costs and expenses incurred in connection with the preparation and negotiation of this Agreement and the Contemplated Transactions (including costs and expenses attributable to the Transfer of the Assets as contemplated herein) shall be paid by the Party incurring such costs or expenses.

Section 16.04 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and

permitted assigns. No Party may assign, delegate or otherwise transfer, directly or indirectly, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, no assignment, delegation or other transfer of rights under this Agreement shall relieve the assignor of any liability or obligation hereunder. Any attempted assignment, delegation or transfer in violation of this Section 16.04 shall be void.

Section 16.05 Construction. As used in this Agreement, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. References in this Agreement to a Party or other Person include their respective successors and assigns. The words “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation” unless such phrase otherwise appears. Unless the context otherwise requires, references in this Agreement to Articles, Sections, Exhibits, Schedules and Attachments shall be deemed references to Articles and Sections of, and Exhibits, Schedules and Attachments to this Agreement. Unless the context otherwise requires, the words “hereof,” “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision hereof. Except when used together with the word “either” or otherwise for the purpose of identifying mutually exclusive alternatives, the term “or” has the inclusive meaning represented by the phrase “and/or”. With regard to each and every term and condition of this Agreement, the Parties understand and agree that, if at any time the Parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement. All references in this Agreement to “dollars” or “\$” shall mean United States dollars. Any period of time hereunder ending on a day that is not a Business Day shall be extended to the next Business Day.

Section 16.06 Entire Agreement. This Agreement, the other Transaction Documents and any other agreements contemplated hereby or thereby, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. Except as expressly provided herein, neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties (and their successors and permitted assigns) any rights or remedies hereunder.

Section 16.07 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

Section 16.08 Governing Law. This Agreement shall be construed in accordance with and governed by federal law and by the laws of the State of Delaware (without regard to the choice of law provisions thereof).

Section 16.09 Consent to Jurisdiction. Any Proceeding seeking to obtain a pre-arbitral injunction, pre-arbitral attachment or other order in aid of arbitration in connection with, this Agreement shall and may be brought in the Delaware Court of Chancery, or, where such court does not have jurisdiction, any state or federal court within the State of Delaware (“Delaware Courts”), and each of the Parties hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the Delaware Courts (and of the appropriate appellate courts thereto) in any such Proceeding and irrevocably and unconditionally waives any objection to venue laid therein, any objection on the grounds of forum non conveniens, or any objection based on or on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such Proceeding in any Delaware Court (and of the appropriate appellate courts thereto). Each party hereby irrevocably and unconditionally consents and agrees that service or process in any such Proceeding may be served on any party anywhere in the world, whether within or without the State of Delaware, in any manner permitted by applicable law or, without limiting the foregoing, in the manner provided for notices in Section 16.01.

Section 16.10 Dispute Resolution.

(a) Any dispute, controversy or claim arising from, connected to or related, in any manner, to this Agreement, including any breach, termination, expiration or invalidation of this Agreement, or in respect of any aspect of the Parties’ relationship arising from this Agreement, including their respective rights, duties and obligations to each other, whether fiduciary or otherwise, and whether based on contract, tort, statute or otherwise (a “Dispute”) that is not, for any reason, resolved in writing amicably by the Parties within 30 days after the date of delivery of a request by a Party to the other Parties to the dispute for such amicable settlement, shall be resolved and decided by final and binding arbitration, pursuant to the Commercial Arbitration Rules (“Rules”) as administered by the American Arbitration Association (the “AAA”) in force as at the date of this Agreement, except as modified herein. In the event of any conflict between the Rules and any provisions of this Agreement, this Agreement shall govern.

(b) The legal seat of the arbitration shall be Wilmington, Delaware. Without prejudice to the legal seat of arbitration, and for the convenience of the parties, the arbitral hearings and other proceedings shall be held in Washington, D.C., or at such other location upon which the parties to the arbitration may agree in writing.

(c) The arbitration shall be conducted in the English language.

(d) The arbitral tribunal (“Arbitral Tribunal”) shall consist of three arbitrators. The claimant(s) and respondent(s), respectively, shall each appoint one arbitrator within 30 days of the date of delivery of the demand of arbitration, and the third arbitrator shall be appointed by the two Party-appointed arbitrators within 30 days of the date of appointment of the second arbitrator. Any arbitrator not timely appointed as provided herein shall be appointed by the AAA. For the avoidance of doubt, each of the claimant and the respondent in the arbitration shall be permitted to consult with its respective appointed arbitrator in connection with such arbitrators’ selection of the third arbitrator.

(e) The Arbitral Tribunal shall have the exclusive right to determine the arbitrability of any Disputes.

(f) The parties shall share equally the arbitration administrative fees, the panel member fees and costs, and any other costs associated with the arbitration. Each party shall bear its own costs and attorneys' fees. The Arbitral Tribunal shall have no authority to award damages in excess of any limitations set forth in this Agreement.

(g) The Arbitral Tribunal shall be required to apply the substantive laws of the State of Delaware (without regard to the choice of law provisions thereof that would compel the laws of another jurisdiction) in ruling upon any Dispute.

(h) The Parties agree that the dispute resolution procedures specified in this Section 16.10 shall be the sole and exclusive procedures for the resolution of Disputes, including all documents made a part thereof; provided, however, that any Party may seek a preliminary injunction or other preliminary judicial relief in aid of arbitration before any court of competent jurisdiction if such action is necessary to avoid irreparable damage. Despite such action, the Parties shall continue to participate in good faith in the procedures specified in this Section 16.10.

(i) Any decision or award of the Arbitral Tribunal shall be reasoned and in writing, and shall be final and binding upon the parties to the arbitration proceeding. The Parties agree not to invoke or exercise any rights to appeal, review, vacate or impugn such decision or award by the Arbitral Tribunal, except as provided in the Federal Arbitration Act (including Chapters 2 and 3 thereof) or the New York Convention, as applicable. The Parties also agree that judgment upon the arbitral decision or award may be entered and enforced in any court where the parties to the arbitration proceeding or their assets may be found (to whose jurisdiction the parties consent for the purpose of entering and enforcing judgment on the arbitral decision and award) as well as any other court having jurisdiction thereof.

(j) If any prevailing party is required to retain counsel to enforce the arbitral decision or award in a court of competent jurisdiction, the Party against whom the decision or award is made shall reimburse the prevailing party for all reasonable fees and expenses incurred and paid to said counsel for such service.

(k) The Parties agree and understand that, except as may be required by Applicable Law or any national or international stock exchange regulations applicable to a Party, or is required to protect or pursue a legal right, every aspect concerning the process of arbitration shall be treated with the utmost confidentiality and that the arbitration procedure itself shall be confidential.

(l) The Parties agree that notifications of any proceedings, reports, communications, orders, arbitral decisions, arbitral awards, arbitral award enforcement petitions, and any other document shall be sent as set forth in Section 16.01.

(m) The parties consent that any pending or contemplated arbitration hereunder may be consolidated with any prior arbitration arising under this Agreement or any other Transaction Document (other than the Merger Agreement or the Tax Matters Agreement)

for the purposes of efficiency and to avoid the possibility of inconsistent awards. An application for such consolidation may be made by any party to this Agreement or such other Transaction Documents to the tribunal for the prior arbitration. The tribunal to the prior arbitration shall, after providing all interested parties the opportunity to comment on such application, order that any such pending or contemplated arbitration be consolidated into a prior arbitration if it determines that (i) the issues in the arbitrations involve common questions of law or fact, (ii) no party to either arbitration shall be prejudiced, whether by delay or otherwise, by the consolidation, (iii) any party to the pending or contemplated arbitration which did not join an application for consolidation, or does not consent to such an application, is sufficiently related to the parties in the prior arbitration that their interests were sufficiently represented in the appointment of the tribunal for the prior arbitral tribunal, and (iv) consolidation would be more efficient than separate arbitral proceedings.

Section 16.11 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. The application of such invalid or unenforceable provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by Applicable Law. To the extent any provision of this Agreement is determined to be prohibited or unenforceable in any jurisdiction or determined to be impermissible by any Governmental Authority, Parent and Spinco agree to use reasonable best efforts to substitute one or more valid, legal and enforceable provisions that, insofar as practicable, implement the purposes and intent of the prohibited, unenforceable or impermissible provision.

Section 16.12 Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 16.13 Specific Performance. Each Party acknowledges that, from and after the Distribution Date, money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by such Party and that any such breach would cause the other Party irreparable harm. Accordingly, each Party also agrees that, in the event of any breach or threatened breach of the provisions of this Agreement by such Party, the other Party shall be entitled to equitable relief without the requirement of posting a bond or other security, including in the form of injunctions and orders for specific performance, in addition to all other remedies available to such other Party at law or in equity.

Section 16.14 Interest on Payments. Except as otherwise expressly provided in this Agreement or any other Transaction Document, all payments by one Party to the other under this Agreement or any other Transaction Document shall be paid by company check or wire transfer of immediately available funds to an account in the United States designated by the recipient, within 30 days after receipt of an invoice or other written request for payment setting forth the specific amount due and a description of the basis therefor in reasonable detail. Any amount remaining unpaid beyond its due date, including disputed amounts that are ultimately determined to be payable, shall bear interest at the Interest Rate. Notwithstanding anything to the contrary contained herein or in any other Transaction Document, in no event shall the amount

or rate of interest due and payable exceed the maximum amount or rate of interest allowed by Applicable Law and, in the event any such excess payment is made or received, such excess sum shall be credited as a payment of principal (or if no principal shall remain outstanding, shall be refunded).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed under seal by their respective authorized representatives on the day and year first above written.

LOCKHEED MARTIN CORPORATION

By: /s/ Gregory L. Psihas (SEAL)
Name: Gregory L. Psihas
Title: Vice President, Corporate Development

ABACUS INNOVATIONS CORPORATION

By: /s/ Stephen M. Piper (SEAL)
Name: Stephen M. Piper
Title: President

[SIGNATURE PAGE TO SEPARATION AGREEMENT]

DEFINITIONS

(a) The following terms 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 specified Person. For purposes of determining whether a Person is an Affiliate, the term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of securities, contract or otherwise.

“Affiliated Transferors” means any Affiliate of Parent (other than a Spinco Company) that either (i) owns, licenses or leases any of the assets that constitute Transferred Assets or (ii) is liable for any of the Assumed Liabilities.

“Agent” means the Exchange Agent appointed pursuant to the Merger Agreement.

“Allowable Cost Audit” means, with respect to any Contract, any DCAA, DCMA or other Governmental Authority audit or other negotiations with contracting officers or other authorized representatives of any Governmental Authority.

“Ancillary Agreement” means any Transaction Document (other than this Agreement, the Merger Agreement, the Employee Matters Agreement or the Tax Matters Agreement).

“Antitrust Law” has the meaning set forth in the Merger Agreement

“Applicable Law” means, with respect to any Person, any federal, state, county, municipal, local, multinational or foreign statute, treaty, law, executive order, common law, ordinance, rule, regulation, administrative order, writ, injunction, judicial decision, decree, permit or other legally binding requirement of any Governmental Authority applicable to such Person or any of its respective properties, assets, officers, directors, employees, consultants or agents (in connection with such officer’s, director’s, employee’s, consultant’s or agent’s activities on behalf of such Person).

“Assets” means all assets, properties, rights, licenses, permits, Contracts, Real Property, Intellectual Property, causes of action and business of every kind and description, wherever located, real, personal or mixed, tangible or intangible.

“Assignment and Assumption Agreement—Parent to Spinco” means any Bill of Sale, Assignment and Assumption Agreement or Intellectual Property Assignment Agreement to be entered into by Parent and the Affiliated Transferors and Spinco or another Spinco Company or Spinco Companies designated in writing by Spinco in substantially the form contemplated by Attachment IV (or, with respect to the Intellectual Property Assignment Agreement, in a form to be mutually agreed by the Parties (subject to Section 7.15 of the Merger Agreement)), as the same may be amended from time to time.

“Assignment and Assumption Agreement—Spinco to Parent” means any Bill of Sale, Assignment and Assumption Agreement or Intellectual Property Assignment Agreement to be entered into by Spinco Companies and Parent or a Parent Company or Parent Companies designated in writing by Parent in substantially the form contemplated by Attachment V (or, with respect to the Intellectual Property Assignment Agreement, in a form to be mutually agreed by the Parties (subject to Section 7.15 of the Merger Agreement)), as the same may be amended from time to time.

“Assignment and Assumption of Lease Agreement” means any Assignment and Assumption of Lease to be entered into by Parent and the Affiliated Transferors and Spinco or another Spinco Company or Spinco Companies designated in writing by Spinco in connection with the assignment and transfer of the Transferred Leased Facilities in substantially the form contemplated by Attachment XXII, as the same may be amended from time to time.

“Assumed Liabilities” means each of the following Liabilities, whether or not reflected or reserved against in the Balance Sheet or the Final Statement and whether presently in existence or arising after the date of this Agreement, but in each case excluding the Excluded Liabilities:

(i) all trade and other accounts payable and notes payable of the Spinco Business and all Liabilities set forth on, or reflected or referred to in, the Balance Sheet, the Final Statement or the notes to the Spinco Financial Statements,

(ii) all Liabilities that (A) are disclosed in Schedule A-1 or (B) are otherwise a Liability that Spinco is expressly assuming pursuant to this Agreement or any other Transaction Document;

(iii) all Liabilities arising under or related to (A) Contracts of the Spinco Business, including those Contracts set forth on Schedule A-2, whether or not such Contracts are Inactive Contracts, and whether arising prior to, on or after the Distribution Date and whether or not novated to the Spinco Companies, including all Settlement Liabilities and Liabilities arising from or relating to the performance or non-performance of such Contracts and (B) Bids, including Government Bids, of the Spinco Business;

(iv) all Liabilities relating to those portions of the Contracts identified on Schedule A-3 constituting Transferred Assets;

(v) all Liabilities in respect of Spinco Business Employees, Former Spinco Business Employees, and dependents and beneficiaries of such Spinco Business Employees and Former Spinco Business Employees, including (A) Liabilities in respect of worker’s compensation in connection with incidents occurring prior to, on or after the Distribution Date, (B) Liabilities in respect of any obligation of any Parent Company to indemnify, defend, or advance or reimburse expenses of, any Spinco Business Employee or Former Spinco Business Employee in connection with the Spinco Business, and (C) Liabilities under or relating to WARN or any similar state or local law to the extent relating to or arising out of any actions taken prior to, on or after the Distribution Date, except in each case to the extent otherwise provided in the Employee Matters Agreement to be retained by Parent;

(vi) all Liabilities in respect of Spinco Business Employees, Former Spinco Business Employees, and dependents and beneficiaries of such Spinco Business Employees and Former Spinco Business Employees under Employee Plans and Benefit Arrangements, and all liabilities in respect of independent contractor agreements or arrangements in connection with the Spinco Business, except in each case to the extent otherwise provided in the Employee Matters Agreement to be retained by Parent;

(vii) all Liabilities relating to errors or omissions or allegations of errors or omissions or claims of design or other defects with respect to any product sold or service provided by the Spinco Business prior to, on or after the Distribution Date;

(viii) all Liabilities relating to warranty or similar obligations or services with respect to any product sold or service provided by the Spinco Business prior to, on or after the Distribution Date;

(ix) all Liabilities relating to the Transferred Facilities, whether arising prior to, on or after the Distribution Date;

(x) all Liabilities of Parent Companies and Spinco Companies under any Spinco Subsidiary Acquisition Agreement;

(xi) all Liabilities relating to workers' compensation or the Occupational Safety and Health Act of 1970, as amended, and any regulations, decisions or orders promulgated thereunder, together with any state or local law, regulation or ordinance pertaining to worker, employee or occupational safety or health in effect as the same may be amended, supplemented or superseded, whether arising prior to, on or after the Distribution Date;

(xii) all Liabilities in respect of the Spinco Financing Arrangements, including the Spinco Debt, and all other indebtedness for borrowed money incurred by the Spinco Companies after the Cut-Off Time and not incurred in violation of Section 6.01(a)(xv) of the Merger Agreement, and the Spinco Special Cash Payment;

(xiii) all Liabilities (A) relating to or arising out of (I) the ownership by Spinco Companies or any of their successors of the Transferred Assets, or (II) ownership, lease, use or occupancy by the Spinco Companies of Real Property or facilities, including the ownership of the Spinco Owned Real Property, the lease of the Spinco Leased Real Property or the Leased Premises, the sublease of the Subleased Premises or the license and use of the Licensed Premises, or (B) relating to or arising out of conditions at or affecting the Transferred Facilities or the operations of the Spinco Business that arise under or relate to Environmental Laws, including (I) Remedial Actions, (II) personal injury, wrongful death, economic loss or property damage claims, (III) claims for natural resource damages, and (IV) claims with respect to any violations of Environmental Laws, whether arising prior to, on or after the Distribution Date;

(xiv) all Liabilities arising directly or indirectly from Proceedings relating to the Spinco Business or any Transferred Assets, including in respect of any alleged tort, breach of Contract, violation or noncompliance with Applicable Law or any franchise, permit, license or similar authorization, whether arising prior to, on or after the Distribution Date; and

(xv) and, except as otherwise expressly provided in any other Transaction Document or in this Agreement, all other Liabilities relating to or arising out of the Transferred Assets or the operation, affairs, or conduct of the Spinco Business whether arising before, at, or after the date of this Agreement.

“Balance Sheet” means the balance sheet of the Spinco Business dated as of December 31, 2015, included in the Spinco Financial Statements.

“Benefit Arrangements” means all fringe benefit plans, holiday or vacation pay, profit sharing, incentive compensation, cafeteria plans, seniority and other policies, practices, agreements or statements of terms and conditions providing employee or executive compensation or benefits to Spinco Business Employees, Former Spinco Business Employees or any of their respective dependents or beneficiaries, other than an Employee Plan.

“Bid” means any quotation, bid or proposal made by a Person, capable of acceptance, that if accepted or awarded would lead to a Contract legally binding upon such Person.

“Books and Records” means any books, records, files and papers, whether in written, oral, electronic or other tangible or intangible form, including books of account, invoices, engineering information, sales and promotional literature, manuals, sales and purchase correspondence, lists of present and former suppliers, lists of present and former customers, personnel and employment records of present and former employees, documentation developed or used for accounting, marketing, engineering, manufacturing or any other purpose.

“Business Day” means a day, other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

“Cash” means, as of any time of determination, the consolidated cash and cash equivalents of Spinco and the Spinco Subsidiaries, including cash and cash equivalents used as collateral for Financial Support Arrangements and deposits with utilities, insurance companies and other Persons, and including all petty cash and all deposits in transit and net of overdrafts and outstanding checks, determined in accordance with the Accounting Principles, and, for purposes of Section 2.08, the Excess Use Amount.

“Closing” has the meaning set forth in the Merger Agreement.

“Closing Cash” means Cash as of the Cut-Off Time.

“Closing Date” has the meaning set forth in the Merger Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contemplated Transactions” means the transactions contemplated by the Transaction Documents.

“Contracts” means all legally binding contracts, agreements, arrangements, leases and subleases (including leases and subleases of real property), licenses, commitments, notes, bonds, mortgages, indentures, sales and purchase orders, other instruments and other undertakings of any kind, whether written or oral, but excluding all Employee Plans and Benefit Arrangements.

“Damages” means all assessments, losses, damages, costs, expenses, liabilities, judgments, awards, fines, sanctions, penalties, charges and amounts paid in settlement, including reasonable costs, fees and expenses of attorneys, accountants and other agents or representatives of such Person (with such amounts to be determined (x) net of any refund or reimbursement of any portion of such amounts actually received or realized, including reimbursement by way of insurance or third party indemnification and (y) net of any amounts reimbursable as allowable costs under Government Contracts in accordance with Applicable Law), but specifically excluding (i) any costs incurred by or allocated to an Indemnified Person with respect to time spent by employees of the Indemnified Person or any of its Affiliates, (ii) any lost profits or opportunity costs, or any special, punitive or consequential damages (except in any such case to the extent assessed in connection with a Third Party Claim or except to the extent such damages are the reasonable and foreseeable result of the matter in question), (iii) the decrease in the value of any Transferred Asset to the extent that such valuation is based on any use of the Transferred Asset other than its use as of the Distribution Date, and (iv) any amount based on or taking into account the use of any Transferred Asset other than its use as of the Distribution Date.

“Data” means, whether in written, oral, electronic or other tangible or intangible forms, stored in any medium, the following: financial and business information, including rates and pricing data and information, earnings reports and forecasts, macro-economic reports and forecasts, marketing plans, business and strategic plans, general market evaluations and surveys, budgets, accounting, financing and credit-related information, quality assurance policies, procedures and specifications, customer information and lists, and business and other processes, procedures and policies (including for example handbooks and manuals, control procedures, and process descriptions), including any blueprints, diagrams, flow charts, or other charts, user manuals, training manuals, training materials, command media, and documentation, and other financial or business information; provided that for the avoidance of doubt, “Data” shall not include (x) proprietary technical data (but shall include procedures and processes that relate to a technical matter, but that are not themselves proprietary technical data) or (y) Excluded Intellectual Property, Transferred Intellectual Property or Licensed Intellectual Property.

“DCAA” means the Defense Contract Audit Agency.

“DCMA” means the Defense Contract Management Agency.

“Distribution Date” means the date on which the Distribution is consummated.

“Distribution Effective Time” means the time established by Parent as the effective time of the Distribution, Washington, D.C. time, on the Distribution Date.

“Embodiments & Ancillary Materials” means, with respect to any Data, any and all tangible and intangible materials embodying the same.

“Employee Matters Agreement” means the employee matters agreement by and between Parent, Spinco and Merger Partner attached hereto as Attachment VI, as the same may be amended from time to time.

“Employee Plan” means each “employee benefit plan” as defined in Section 3(3) of ERISA, maintained or contributed to by Parent or any of its Affiliates, whether in the United States or outside the United States, which provides benefits to the Spinco Business Employees, Former Spinco Business Employees or their respective dependents or beneficiaries.

“Environmental Laws” means any and all past, present or future federal, state, county, municipal, local, multi-national and foreign statutes, treaties, laws, common laws, ordinances, rules, regulations, orders, writs, injunctions, judicial decisions, decrees, or other legally binding requirement of any Governmental Authority that relate to protection of the environment or that impose liability for, or standards of conduct concerning, the manufacture, processing, generation, distribution, use, treatment, storage, disposal, discharge, release, emission, cleanup, transport or handling of Hazardous Substances, including the Resource Conservation and Recovery Act of 1976, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1984, as amended, the Toxic Substances Control Act, as amended, any other so-called “Superfund” or “Superlien” laws, but excluding the Occupational Safety and Health Act of 1970, as amended, and similar state laws.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excess Use Amount” means the amount, if any, by which the Spinco Specified Use Amount exceeds the Spinco Financing Amount.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC thereunder, as the same shall be in effect from time to time.

“Excluded Assets” means each of the following Assets:

(i) all cash and cash equivalents of Parent Companies, including cash and cash equivalents used as collateral for Parent Financial Support Arrangements (but excluding any cash or cash equivalents constituting Final Closing Cash as provided for in Section 2.08) and deposits with utilities, insurance companies and other Persons;

(ii) all accounts receivable of the Spinco Business for which a Parent Company is the obligor;

(iii) all original books and records that Parent Companies shall be required to retain pursuant to any Applicable Law, or that contain information relating to any business or activity of Parent or any of its Subsidiaries not forming a part of the Spinco Business, or any employee of a Parent or any of its Subsidiaries that is not a Spinco Business Employee;

(iv) all original employment-related books and records relating to Spinco Business Employees and all books and records relating to Employee Plans and Benefit Arrangements;

(v) all Tax records relating to the Spinco Business that form part of the general ledger of any Parent Company, any work papers of Parent's auditors and any other Tax records (including accounting records) of any Parent Company;

(vi)(A) all assets of Parent or any of its Subsidiaries not held or owned by or used exclusively in connection with the Spinco Business, except to the extent specifically identified in this Exhibit A as a Transferred Asset, (B) all rights, title and interests in, to and under the Excluded Contracts, (C) all rights, title and interests in, to and under the Shared Contracts (Parent Companies), subject to the terms, conditions and limitations of the Shared Contracts Agreement – Shared Contracts (Parent Companies), (D) all rights, title and interests in, to and under the Assets identified on Schedule A-4, and (E) all Assets otherwise relating to or arising out of any business or operations other than the Spinco Business;

(vii) all rights, title and interests of Parent or any of its Subsidiaries in Owned Real Property, other than (A) the Spinco Owned Real Property, and (B) the rights of Spinco Companies in respect of the Leased Premises as contemplated by the Transaction Documents;

(viii) all rights, title and interests in the Leased Real Property, except to the extent assigned or subleased to the Spinco Companies in accordance with this Agreement;

(ix) all rights and claims of Parent or any of its Subsidiaries (other than a Spinco Company) under any of the Transaction Documents and the agreements and instruments delivered to Parent Companies by Spinco Companies, Merger Partner or Merger Partner Sub, or any of their respective Affiliates pursuant to any of the Transaction Documents;

(x) all notes receivable (including intercompany promissory notes) or similar claims or rights (whether or not billed or accrued and however documented) of the Spinco Business from any Parent Companies relating to or arising out of the financing of the Spinco Business or the transfer of cash to or from the Spinco Business (but excluding, for the avoidance of doubt, any cash or cash equivalents constituting Cash as provided for in Section 2.08);

(xi) except for the shares of capital stock of the Spinco Companies and the joint venture entities as contemplated by clause (iii) of the definition of Transferred Assets, all capital stock or any other securities owned by Parent or any of its Subsidiaries;

(xii) all Parent Intellectual Property, including the Excluded Intellectual Property, and all rights to sue at law or in equity for any past, present or future infringement, misappropriation, violation or other impairment thereof, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions or other extensions of legal protections pertaining thereto;

(xiii) all assets relating to Employee Plans and Benefit Arrangements, except to the extent (A) such assets are held directly by any Spinco Subsidiary or by a trust associated with an Employee Plan or Benefit Arrangement sponsored by a Spinco Company and are exclusively applicable to employees of the Spinco Business or (B) the Employee Matters Agreement provides for the transfer of such assets to a Spinco Company or to a trust associated with an Employee Plan or Benefit Arrangement sponsored by a Spinco Company;

(xiv) except to the extent provided in a Supply Agreement, all Intra-Lockheed Martin Work Transfer Agreements and all quotations, bids or proposals submitted by Parent Companies or Spinco Companies in response to Requests for Intra- Lockheed Martin Quotations, and all rights and benefits in respect of other interdivision, intradivision (including purchase orders, task orders or similar arrangements within Parent's Information Systems & Global Solutions business segment, which as of January 1, 2016 includes the former Technical Services line of business of Parent's Missiles & Fire Control business segment) or Intra- Lockheed Martin agreements or arrangements such as memoranda of understanding and teaming agreements in respect of the Spinco Business;

(xv) Parent's rights, title and interests in, to and under the Contracts listed on Schedule A-3; provided that as set forth in the Assignment and Assumption Agreement, such Contracts shall be partially assigned and transferred to Spinco such that each of Parent and Spinco shall remain parties thereto and beneficiaries thereof;

(xvi) subject to the terms and conditions of Section 2.04, subject to the grant of the Right to Use certain Data pursuant to Section 2.10, and except to the extent identified in this Exhibit A as a Transferred Asset, all Excluded Parent Company Data;

(xvii) all Assets that are expressly contemplated by this Agreement and any other Transaction Document as Assets to be retained by any Parent Company; and

(xviii) all assets related to Excluded Liabilities and, other than any Transferred Assets, any and all Assets of Parent and its Subsidiaries that are used, held for use in, or related to, businesses of Parent other than the Spinco Business.

"Excluded Contracts" means (i) the Contracts identified on Schedule A-5 and (ii) (A) the Shared Contracts (Parent Companies), subject to the terms, conditions and limitations of the Shared Contracts Agreement – Shared Contracts (Parent Companies) and (B) all rights and benefits under, subject to the terms, conditions and limitations of the Shared Contracts Agreement – Shared Contracts (Spinco Companies).

"Excluded Intellectual Property" means the Intellectual Property listed on Attachment II to the Intellectual Property Matters Agreement.

"Excluded Liabilities" means the following Liabilities:

(i) all Liabilities in respect of trade and other accounts payable and notes payable of the Spinco Business for which a Parent Company is the obligee;

(ii) except for obligations in respect of the Spinco Special Cash Payment, all Liabilities, whether presently in existence or arising after the date of the Agreement, in respect of notes payable (including intercompany promissory notes) or similar obligations (whether or not billed or accrued and however documented) to Parent Companies relating to or arising out of the financing of the Spinco Business or the transfer of cash to or from the Spinco Business;

(iii) except to the extent provided in a Supply Agreement, all Liabilities in respect of any Intra- Lockheed Martin Work Transfer Agreements, quotations, bids or proposals submitted by Parent Companies or Spinco Companies in response to Requests for Intra- Lockheed Martin Quotations, other interdivision, intradivision (including purchase orders, task orders or similar arrangements within Parent's Information Systems & Global Solutions business segment, which as of January 1, 2016 includes the former Technical Services line of business of Parent's Missiles & Fire Control business segment) or Intra- Lockheed Martin agreements or arrangements, such as memoranda of understanding and teaming agreements in respect of the Spinco Business, in each case constituting Excluded Assets;

(iv) all Liabilities, whether presently in existence or arising after the date of the Agreement, relating to fees, commissions or expenses owed to any broker, finder, investment banker, accountant, attorney or other intermediary or advisor employed by Parent Companies or the Spinco Companies in connection with the Contemplated Transactions (other than, for the avoidance of doubt, any financing fees or expenses payable by a Spinco Company in connection with the Spinco Financing Arrangements);

(v) all Liabilities of the Parent Companies in respect of indebtedness for borrowed money (it being understood that Liabilities in respect of the Spinco Financing Arrangements, including the Spinco Debt, and all other indebtedness for borrowed money incurred by the Spinco Companies after the Cut-Off Time and not incurred in violation of Section 6.01(a)(xv) of the Merger Agreement, are not Excluded Liabilities (other than to the extent such Liabilities are Excluded Liabilities in clause (iv) of this definition));

(vi) all Liabilities under the Excluded Contracts;

(vii) all Liabilities expressly retained or assumed by Parent Companies pursuant to the Tax Matters Agreement or the Employee Matters Agreement, and all Liabilities contemplated by Schedule A-16; and

(viii) all Liabilities arising from the activities contemplated by Section 2.06(b).

"Excluded Parent Company Data" means all Data of Parent Companies and the Spinco Companies, other than Transferred Spinco Data.

"Excluded Third Party Data" means all Data of any Person that is not a Parent Company or a Spinco Company, other than Transferred Third Party Data.

"Export Control Laws" means all Applicable Laws concerning the export or reexport of products, services or technology to foreign countries or foreign persons, including the Export Administration Act of 1979, the Export Administration Regulations, any international sanctions programs promulgated under the International Emergency Economic Powers Act, the Foreign Assets Control Regulation, the Arms Export Control Act, the ITAR, any other export controls

administered by an agency of the U.S. Government, as amended and continued in force by Executive Orders of the President regarding restrictions on trade with designated countries and Persons, restrictions administered by the United States Office of Foreign Assets Control, the antiboycott regulations administered by the United States Department of Commerce, the Tax Reform Act of 1976 to the Internal Revenue Code, legislation and regulations of the United States and other countries implementing the North American Free Trade Agreement, European Union Controls on exports of dual-use items and technology implemented pursuant to Council Regulation (EC) No 428/2009 and restrictions by other countries on holding foreign currency and repatriating funds, in each case as they may be amended from time to time.

“Federal Acquisition Regulation” means Title 48, Chapter 1, of the United States Code of Federal Regulations.

“Financial Support Arrangements” means any Liabilities of a Person in respect of any indebtedness, obligation or liability (including assumed indebtedness, obligations or liabilities) of another Person (and, in the case of Parent, any other division or business of Parent, including the Spinco Business), including remaining Liabilities associated with indebtedness, obligations or liabilities that are assigned, transferred or otherwise delegated to another Person, if any, letters of credit, standby letters of credit and surety bonds (including any related reimbursement or indemnity agreements), direct or indirect guarantees, endorsements (except for collection or deposit in the ordinary course of business), notes co-made or discounted, recourse agreements, take-or-pay agreements, keep-well agreements, agreements to purchase or repurchase such indebtedness, obligation or liability or any security therefor or to provide funds for the payment or discharge thereof, agreements to maintain solvency, assets, level of income or other financial condition, agreements to make payment other than for value received and any other financial accommodations.

“Former Spinco Business Employee” means any former employee who performed substantially all of his or her services in connection with the Spinco Business.

“GAAP” means United States Generally Accepted Accounting Principles as in effect on the date of this Agreement.

“Government Bid” means a Bid issued by a contractor that, if accepted, would result in a Government Contract.

“Government Contract” means, with respect to any Person, any prime contract, subcontract, facility contract, teaming agreement or arrangement, joint venture, basic ordering agreement, pricing agreement, letter contract, purchase order, delivery order, task order, modification, change order, undefinitized contract action or other contractual arrangement of any kind, between such Person and (i) the U.S. Government, (ii) any prime contractor of the U.S. Government or (iii) any subcontractor at any tier with respect to any contract of a type described in clauses (i) or (ii) above.

“Governmental Authority” means any multinational, foreign, domestic, federal, territorial, state or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

“Group” means (i) with respect to Parent, the Parent Companies and (ii) with respect to Spinco, the Spinco Companies.

“Hazardous Substances” means (i) substances defined as “hazardous substances” or “hazardous waste” pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or the Resource Conservation and Recovery Act of 1976, as amended, (ii) substances defined as “hazardous substances” or “hazardous waste” in the regulations adopted pursuant to any of said laws, (iii) substances defined as “toxic substances” in the Toxic Substances Control Act, as amended, and (iv) petroleum, petroleum derivatives, petroleum products, asbestos and asbestos-containing materials and any other substances or materials as regulated pursuant to Environmental Laws.

“Inactive Contract” means any Contract for which performance has been completed or that has terminated, whether or not performance under any such Contract has been completed or has terminated prior to the Distribution Date, including inactive Contracts and Contracts in the close-out process.

“Intellectual Property” means all intellectual property and industrial property rights and rights in confidential information of every kind and description throughout the world, including all foreign and domestic (i) Trademarks; (ii) inventions, discoveries and ideas, whether patentable or not, and all patents, invention, invention disclosures, and design registrations, and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (iii) rights in confidential and proprietary information, trade secrets and know-how, including processes, schematics, databases, formulae, drawings, prototypes, models, designs and customer lists, and rights in any other data; (iv) published and unpublished works of authorship, whether copyrightable or not (including software), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; (v) rights in IT Systems, algorithms, databases, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing; and (vi) all rights in the foregoing and similar intangible assets.

“Intellectual Property Matters Agreement” means the Intellectual Property Matters Agreement by and between Parent and Spinco in substantially the form contemplated by Attachment VII, as the same may be amended from time to time.

“Intercompany Accounts” means any receivable, payable or loan between any member of Parent’s Group, on the one hand, and any member of Spinco’s Group, on the other hand, that exists prior to the Distribution Effective Time, except for (i) the Spinco Special Cash Payment and (ii) any such receivable, payable or loan that arises pursuant to this Agreement or any other Transaction Document.

“Interest Rate” means, on any given day, the rate per annum equal to the “prime” rate as published on such day in the Wall Street Journal, Eastern Edition.

“IT Systems” means computer systems (including, for clarity, computer programs, software, databases, firmware, hardware and related documentation) and Internet websites.

“ITAR” means the International Traffic in Arms Regulations, 22 C.F.R. §§ 120-130, as amended.

“Lease Term Sheet” means, with respect to each of the Leased Premises, the summary of terms and conditions to govern the lease of such Leased Premises by the applicable Parent Company to the applicable Spinco Company, as set forth in Attachment XIX;

“Leaseback Facilities” means the facilities and parcels of Transferred Owned Real Property identified on Schedule A-6, portions of which are contemplated to be leased to Parent (or to Parent Companies designated by Parent) under this Agreement and the Transaction Documents.

“Leaseback Premises” means, with respect to each of the Leaseback Facilities, those portions of such Leaseback Facility that will be leased to Parent (or to Parent Companies designated by Parent) under this Agreement and the Transaction Documents, as reflected on the Leaseback Term Sheet therefor.

“Leaseback Term Sheet” means, with respect to each of the Leaseback Premises, the summary of terms and conditions to govern the lease of such Leaseback Premises by the applicable Spinco Company to the applicable Parent Company, as set forth in Attachment XXI;

“Leased Facilities” means the facilities and parcels of Owned Real Property identified on Schedule A-7, portions of which are contemplated to be leased to Spinco (or to Spinco Companies designated by Spinco) under this Agreement and the Transaction Documents.

“Leased Premises” means, with respect to each of the Leased Facilities, those portions of such Leased Facility that will be leased to Spinco (or to Spinco Companies designated by Spinco) as reflected on the Lease Term Sheet therefor.

“Leased Real Property” means Real Property leased by Parent or any Parent Company.

“Liabilities” means all liabilities and obligations of any kind, character or description, whether liquidated or unliquidated, known or unknown, fixed or contingent, accrued or unaccrued, absolute, determined, determinable or indeterminable, or otherwise.

“Licensed Intellectual Property” means the Parent Intellectual Property licensed by Parent or its Affiliates to Spinco pursuant to the Intellectual Property Matters Agreement, in each case excluding any of the Transferred Intellectual Property.

“Licensed-Back Intellectual Property” means the Transferred Intellectual Property licensed by Spinco to Parent under the Intellectual Property Matters Agreement.

“Licensed Premises” means, with respect to each of the Shared Facilities, those portions of such Shared Facility that will be licensed to Spinco (or to Spinco Companies designated by Spinco) under this Agreement and the Transaction Documents, as reflected on the Licensed Premises Term Sheet therefor.

“Licensed Premises Term Sheets” means, with respect to each of the Licensed Premises, the summary of terms and conditions to govern the license of such Licensed Premises by the applicable Parent Company to the applicable Spinco Company, as set forth in Attachment XX.

“LMC Disclosure Letter” has the meaning set forth in the Merger Agreement.

“Merger Effective Time” means the effective time of the Merger in accordance with the terms and conditions set forth in the Merger Agreement.

“Net Working Capital” means (i) all Transferred Assets of the Spinco Business constituting “current” assets, minus (ii) all Assumed Liabilities of the Spinco Business constituting “current” liabilities, calculated in accordance with the Accounting Principles. For the avoidance of doubt, the assets of the Spinco Business taken into account in the computation of Net Working Capital shall not include Cash.

“NISPOM” means the National Industrial Security Program Operating Manual (DoD 5220.22-M) issued in February 2006 and updated on March 28, 2013.

“Owned Real Property” means Real Property owned by Parent or any Parent Company.

“Parent Business” means the business conducted by Parent and its Affiliates, other than the Spinco Business.

“Parent Common Stock” means the common stock, par value \$1.00 per share, of Parent.

“Parent Companies” means Parent and its Subsidiaries, other than the Spinco Companies.

“Parent Company Contract Data” means all Data, other than any Transferred Spinco Data, provided or disclosed at any time prior to the Distribution Effective Time by any Parent Company to the Spinco Business or to any personnel of the Spinco Business, or otherwise made available at any time prior to the Distribution Effective Time by any Parent Company to the Spinco Business in connection with the bidding, proposal or performance of Contracts by the Spinco Business, including where a Parent Company is a subcontractor to the Spinco Business pursuant to Intra- Lockheed Martin Work Transfer Agreements or otherwise.

“Parent Company Proprietary Information” means all confidential or proprietary information and relating to the business, operations or affairs of Parent Companies, including (i) technical specifications, designs, drawings, technology, know-how, processes, trade secrets, inventions, proprietary data, formulae, research and development data, whether or not marked with a restrictive legend of any Parent Company and (ii) any other data, information or documentation marked with a restrictive legend of any Parent Company, in each case provided or disclosed by any Parent Company to the Spinco Business or to any personnel of the Spinco Business, or otherwise made available by any Parent Company to the Spinco Business for any purpose, including in connection with the performance of Contracts by the Spinco Business, including Parent Company Contract Data; provided that Parent Company Proprietary Information shall not include any Transferred Third Party Data, Transferred Spinco Data, Transferred Intellectual Property or Licensed Intellectual Property.

“Parent Financial Support Arrangements” means Financial Support Arrangements maintained by a Parent Company for the benefit of the Spinco Business.

“Parent Intellectual Property” means, other than the Transferred Intellectual Property, all Intellectual Property owned, licensed or otherwise used by Parent or any of its Subsidiaries, including all Licensed Intellectual Property.

“Person” means an individual, a corporation, a general partnership, a limited partnership, a limited liability company, a limited liability partnership, a joint venture, an association, a trust or any other entity or organization, including a Governmental Authority or any department or agency thereof.

“Proceeding” means any proceeding (public or private), litigation, suit, arbitration, dispute, demand, claim, action, cause of action, subpoena, inquiry or investigation before any court, grand jury, Governmental Authority or any arbitration or mediation tribunal or authority.

“Real Property” means real property rights and interests of any kind or nature whatsoever.

“Record Date” means the close of business on the date determined by the Board of Directors of Parent as the record date for determining stockholders of Parent entitled to receive, as applicable, shares of Spinco Common Stock in the Distribution in the event of the One-Step Spin-Off, or entitled to participate in the Exchange Offer in the event of the Exchange Offer (and, in the case of the Clean-Up Spin-Off, the Distribution Date).

“Record Holders” means the record holders of Parent Common Stock as of the Record Date.

“Remedial Action” means the investigation, clean-up or remediation of contamination or environmental damage caused by, related to or arising from the generation, use, handling, treatment, storage, transportation, disposal, discharge, release, or emission of Hazardous Substances, including investigations, response, removal and remedial actions under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Toxic Substances Control Act, and other Environmental Laws.

“Representatives” means, with respect to a Person, each of its respective directors, officers, attorneys, accountants, employees, advisors or agents.

“Right to Use” means with respect to any Data, the right to use, reproduce and modify and otherwise utilize such Data and all Embodiments & Ancillary Materials thereof.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder, as the same shall be in effect from time to time.

“Settlement Liability” means, with respect to any Contract, any net liability computed as the total impact on the net amount to be paid upon final contract settlement, including direct and indirect costs, fees and profits for such Contract in respect of the final agreement of claims or rights arising out of the settlement of an Allowable Cost Audit, including: (i) final indirect costs and rates for government contracts; (ii) Cost Accounting Standards (CAS) matters; (iii) defective pricing matters; or (iv) advance agreements with the U.S. Government.

“Shared Contracts” means Government Contracts that are awarded in the form of a contract vehicle where one of more Governmental Authorities from time to time may issue requests for proposals or issue task orders to Parent or a Subsidiary of Parent, including a Spinco Company, where a member of the Parent Group and a member of the Spinco Group, or the Spinco Business and the Parent Business, have submitted or anticipate submitting proposals to a Governmental Authority, which Shared Contracts may take any number of forms, including an indefinite delivery / indefinite quantity contract, government-wide acquisition contract, blanket purchase agreement, General Services Administration schedule contract or similar contract vehicle.

“Shared Contracts Agreement—Shared Contracts (Parent Companies)” means the Shared Contracts Agreement by and between Parent and Spinco in substantially the form contemplated by Attachment VIII, as the same may be amended from time to time.

“Shared Contracts Agreement—Shared Contracts (Spinco Companies)” means the Shared Contracts Agreement by and between Parent and Spinco in substantially the form contemplated by Attachment IX, as the same may be amended from time to time.

“Shared Contracts (Parent Companies)” means those Shared Contracts identified on Exhibit A of the Shared Contracts Agreement—Shared Contracts (Parent Companies) as Shared Contracts (Parent Companies).

“Shared Contracts (Spinco Companies)” means those Shared Contracts identified on Exhibit A of the Shared Contracts Agreement – Shared Contracts (Spinco Companies) as Shared Contracts (Spinco Companies).

“Shared Facilities” means the facilities and parcels of Real Property identified on Schedule A-8, portions of which are contemplated to be licensed to Spinco (or to Spinco Companies designated by Spinco) under this Agreement and the Transaction Documents.

“Shared Parent Company Data” means any Excluded Parent Company Data to the extent provided or disclosed or otherwise made available by any Parent Company to, and used non-exclusively (as between the Parent Business on the one hand and the Spinco Business on the other hand) by, the Spinco Business, prior to the Distribution Effective Time.

“Shared Spinco Company Data” means any Transferred Spinco Data to the extent provided or disclosed or otherwise made available by any Spinco Company to, and used non-exclusively (as between the Parent Business on the one hand and the Spinco Business on the other hand) by, the Parent Business, prior to the Distribution Effective Time.

“Shared Third Party Data” means any Excluded Third Party Data to the extent provided or disclosed or otherwise made available by any third party to, and used non-exclusively (as between the Parent Business on one hand and the Spinco Business, on the other hand) by, the Spinco Business, prior to the Distribution Effective Time.

“Spinco Borrowing Amount” means \$1,841,450,000.

“Spinco Business” has the meaning set forth on Attachment II, it being understood that the Excluded Contracts shall not be considered to be part of the Spinco Business.

“Spinco Business Employee” means, collectively, (i) each employee who performs substantially all of his or her services in connection with the Spinco Business as of the date of this Agreement, (ii) each individual hired after the date of this Agreement and before the Distribution Date who performs substantially all of his or her services in connection with the Spinco Business and (iii) each shared services individual who, immediately before the Distribution Date, performs substantially all of his or her services in connection with the Spinco Business. Parent has used reasonable efforts to provide to RMT Parent an accurate schedule setting forth the Spinco Business Employees as of the date of this Agreement, which schedule Parent shall use reasonable efforts to update as of the Closing.

“Spinco Business Proprietary Information” means all confidential or proprietary information included in the Transferred Assets and relating to the business, operations or affairs of the Spinco Business or any Spinco Company, including (i) technical specifications, designs, drawings, technology, know-how, processes, trade secrets, inventions, proprietary data, formulae, research and development data, whether or not marked with a restrictive legend of the Spinco Business or any Spinco Company and (ii) any other data, information or documentation marked with a restrictive legend of the Spinco Business or any Spinco Company, in each case retained by or otherwise in the possession or control of any Parent Company as of the Distribution Date, provided or disclosed by the Spinco Business or any Spinco Company to any Parent Company or to any personnel of any Parent Company, or otherwise made available by the Spinco Business or any Spinco Company to any Parent Company for any purpose; provided, that Spinco Business Proprietary Information shall not include any Excluded Parent Company Data, Excluded Third Party Data, or Licensed-Back Intellectual Property.

“Spinco Commitment Letter” has the meaning set forth in the Merger Agreement.

“Spinco Common Stock” means the common stock, par value \$.01 per share, of Spinco.

“Spinco Companies” means, collectively, Spinco and the Spinco Subsidiaries.

“Spinco Financial Statements” means the combined Spinco Financial Statements as defined in the Merger Agreement.

“Spinco Financial Support Arrangements” means Financial Support Arrangements maintained by a Spinco Company for the benefit of the Parent Business.

“Spinco Financing Amount” means the aggregate gross proceeds (determined before giving effect to any fees, original issue discount, underwriting discount, expenses or other amount, whether or not netted from the proceeds received by Spinco) of the Spinco Financing.

“Spinco Leased Real Property” means, collectively, (i) any Real Property leased by any the Spinco Subsidiary from any third party as of immediately prior to the Distribution Effective Time, and (ii) the Transferred Leased Real Property.

“Spinco Owned Real Property” means, collectively, (i) any Real Property owned by any Spinco Subsidiaries as of immediately prior to the Distribution Effective Time, and (ii) the Transferred Owned Real Property.

“Spinco Special Cash Payment” means a cash payment from Spinco in the amount of \$1,800,000,000, payable to Parent prior to the Distribution Effective Time, subject to adjustment as provided in Section 2.08(c) of this Agreement and the last sentence of Section 2.04(c) of the Merger Agreement.

“Spinco Specified Use Amount” means the aggregate amount of (i) the Spinco Special Cash Payment and (ii) the Spinco Specified Financing Costs.

“Spinco Specified Financing Costs” means all fees and expenses under or in connection with the Spinco Financing to the extent payable under the terms of the Spinco Commitment Letter or any or any fee letter related thereto, including arranger fees, commitment fees, upfront fees (with any original issue discount and/or underwriting discount or fees being deemed to be upfront fees for this purpose), interest expense for periods up to and including the Closing Date, and any amounts required to reimburse the financing sources providing the Spinco Financing, including costs of counsel to such financing sources, in each case only to the extent paid by Spinco on or prior to the Closing Date (if any).

“Spinco Subsidiaries” means the entities listed on Schedule A-9.

“Spinco Subsidiary Acquisition Agreement” means any share purchase agreement, stock purchase agreement, share sale agreement, agreement and plan of merger or other similar agreement relating to the acquisition by a Parent or any of its Subsidiaries of a Spinco Subsidiary prior to the Distribution Date.

“Spinco Transfer” means the contribution of the Transferred Assets pursuant to Section 2.02 by Parent to Spinco in consideration for the transfer of the Spinco Common Stock, the transfer to Parent of the Spinco Special Cash Payment and the assumption of the Assumed Liabilities pursuant to Section 2.02, in each case, in accordance with the requirements of this Agreement.

“Subcontract Pending Novation—Parent to Spinco” means the Subcontract Pending Novation by and between Parent and Spinco in substantially the form contemplated by Attachment XI, as the same may be amended from time to time.

“Subcontract Pending Novation—Spinco to Parent” means the Subcontract Pending Novation by and between Parent and Spinco in substantially the form contemplated by Attachment XII, as the same may be amended from time to time.

“Sublease Term Sheet” means, with respect to each of the Subleased Premises, the summary of terms and conditions to govern the sublease of such Subleased Premises by the applicable Parent Company to the applicable Spinco Company, as set forth in Attachment XVIII.

“Subleased Facilities” means the facilities and parcels of Leased Real Property identified on Schedule A-10, portions of which are contemplated to be subleased to Spinco (or to Spinco Companies designated by Spinco) under this Agreement and the Transaction Documents.

“Subleased Premises” means, with respect to each of the Subleased Facilities, those portions of such Subleased Facility that will be subleased to Spinco (or to Spinco Companies designated by Spinco) under this Agreement and the Transaction Documents, as reflected on the Sublease Term Sheet therefor.

“Subsidiary” means with respect to any Person, any other Person of which the specified Person, either directly or through or together with any other of its Subsidiaries, owns more than 50% of the voting power in the election of directors or their equivalents, other than as affected by events of default.

“Supply Agreement—Parent to Spinco” means the supply agreement by and between Parent and Spinco in substantially the form contemplated by Attachment XIII, pursuant to which Parent will continue to provide goods and services to Spinco following the Distribution, as the same may be amended from time to time.

“Supply Agreement—Spinco to Parent” means the supply agreement by and between Parent and Spinco in substantially the form contemplated by Attachment XIV, pursuant to which Spinco will continue to provide goods and services to Parent following the Distribution, as the same may be amended from time to time.

“Supply Agreements” means the Supply Agreement—Parent to Spinco and the Supply Agreement—Spinco to Parent.

“Tax” or “Taxes” has the meaning set forth in the Tax Matters Agreement.

“Tax-Free Status” has the meaning set forth in the Tax Matters Agreement.

“Tax Matters Agreement” means the Tax sharing and indemnification agreement by and between Parent, Spinco and Merger Partner attached hereto as Attachment XV, as the same may be amended from time to time.

“Tax Returns” has the meaning set forth in the Tax Matters Agreement.

“Trademarks” means all trademarks, service marks, corporate names, brand names, trade names, Internet domain names, logos, slogans, designs, trade dress and other similar identifiers of source or origin, whether registered or unregistered, together with the goodwill connected with the use of and symbolized by any of the foregoing, including all extensions, modifications and renewals of the same.

“Transaction Documents” means this Agreement, the Merger Agreement, the Employee Matters Agreement, the Tax Matters Agreement, the Transition Services Agreement—Parent to Spinco, the Transition Services Agreement—Spinco to Parent, the Supply Agreement—Parent to Spinco, the Supply Agreement—Spinco to Parent, the Intellectual Property Matters Agreement, the Subcontract Pending Novation—Parent to Spinco, the Subcontract Pending Novation—Spinco to Parent, the Shared Contracts Agreement—Shared Contracts (Parent Companies), the Shared Contracts Agreement—Shared Contracts (Spinco Companies), any Assignment and Assumption Agreement—Parent to Spinco, any Assignment and Assumption Agreement—Spinco to Parent, the Assignment and Assumption of Lease Agreements, the subleases to a Spinco Company in respect of the Subleased Facilities contemplated by the Sublease Term Sheets, the leases to a Spinco Company in respect of the Leased Facilities contemplated by the Lease Term Sheets, the licenses to a Spinco Company in respect of the Shared Facilities contemplated by the Licensed Premises Term Sheets, the lease back to a Parent Company in respect of certain Spinco Owned Real Property contemplated by the Leaseback Term Sheets, any other documents relating to the transfer of Transferred Assets, Excluded Assets, Assumed Liabilities and/or Excluded Liabilities in contemplation of the Distribution, and any other written agreement signed by Parent and Spinco that is expressly identified as a “Transaction Document,” and any exhibits or attachments to any of the foregoing, as the same may be amended from time to time.

“Transferred Assets” means, other than the Excluded Assets, all of the Assets, as the same shall exist on the Distribution Date, owned, leased, held, or licensed by Parent, any Affiliated Transferor or any Spinco Company, whether or not reflected in the books and records thereof, and used exclusively in the conduct of the Spinco Business as the same shall exist on the Distribution Date, and including, except as otherwise specified in this Agreement, all direct or indirect right, title and interest of Parent, any Affiliated Transferor or any Spinco Company in, to and under:

(i) the rights and interests in the Spinco Owned Real Property;

(ii) the rights and interests in the Spinco Leased Real Property, subject to the terms and conditions of Section 14.02;

(iii) the shares of capital stock or other equity interests owned by Parent or any of its Subsidiaries, including any of the Spinco Companies, in the Spinco Companies and in the joint venture entities listed on Schedule A-11;

(iv) other than Intellectual Property and rights and interests therein (which shall constitute Transferred Assets only to the extent set forth in clause (xi) below), all personal property and interests therein, including machinery, equipment, furniture, office equipment, communications equipment, vehicles, storage tanks, spare and replacement parts, fuel and other property (and interests in any of the foregoing) that (A) are used exclusively connection with the Spinco Business, or (B) listed on Schedule A-12;

(v)(A) the Contracts listed on Schedule A-2, (B) the Shared Contracts (Spinco Companies), subject to the terms, conditions and limitations of the Shared Contracts Agreement – Shared Contracts (Spinco Companies), (C) all rights and benefits under, subject to the terms, conditions and limitations of the Shared Contracts Agreement – Shared Contracts (Parent Companies), and (D) all Contracts (subject to clause (vi) below), including Government Contracts (including, subject to Applicable Law, the right to reference all past performance and past experience as having been performed by the Spinco Business; for the avoidance of doubt, to the exclusion of any Parent Company’s right to reference any such past performance or past experience (other than as performed by the Parent Business) after Distribution Effective Time) and Inactive Contracts (other than Intellectual Property licenses, which licenses shall constitute Transferred Assets only to the extent set forth in clause (xi) below, and leases of Leased Real Property, which leases shall constitute Transferred Assets only to the extent set forth in clause (ii) above) that relate exclusively to the Spinco Business; provided that with respect to any Inactive Contract included in the foregoing, the Transferred Assets shall include all rights, benefits, attributes (including all past performance and past experience on the same basis as other Government Contracts) and obligations in respect thereof, but may not include novation of the Contract itself, which is addressed in Section 8.02);

(vi) the Contracts listed on Schedule A-3; provided that as set forth in the Assignment and Assumption Agreement, such Contracts shall be only partially assigned and transferred to Spinco such that each of Parent and Spinco shall remain parties thereto and beneficiaries thereof;

(vii) all Bids, including Government Bids, submitted by Parent or any of its Subsidiaries prior to the Distribution Date on behalf of the Spinco Business;

(viii) all accounts receivable and notes receivable relating exclusively to the operation of the Spinco Business;

(ix) all expenses that have been prepaid by Parent or any of its Subsidiaries relating exclusively to the operation of the Spinco Business, including lease and rental payments;

(x) all rights, claims, credits, causes of action or rights of set-off against Persons other than Parent Companies relating exclusively to the Spinco Business or the Transferred Assets, including unliquidated rights under manufacturers’ and vendors’ warranties;

(xi) the Transferred Intellectual Property (including the Licensed-Back Intellectual Property), which for the avoidance of doubt shall include a Right to Use all of the foregoing, subject to the terms, conditions and limitations of the Intellectual Property Matters Agreement, and all rights to sue at law or in equity for any past, present or future infringement, misappropriation, violation or other impairment thereof, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions or other extensions of legal protections pertaining thereto;

(xii) all transferable franchises, licenses, permits or other authorizations issued by a Governmental Authority owned by, or granted to, or held or used by, Parent or any of its Subsidiaries and exclusively related to the Spinco Business;

(xiii) subject to the terms and conditions of Section 2.03, the Transferred Third Party Data and any Books and Records to the extent comprising or containing the same which, for the avoidance of doubt, shall include a Right to Use all of the foregoing;

(xiv) subject to the grant of the Right to Use certain Data pursuant to Section 2.10, the Transferred Spinco Data and any Books and Records to the extent comprising or containing the same which, for the avoidance of doubt, shall include a Right to Use all of the foregoing;

(xv)(A) all corporate or limited liability company minute books and related stock records of the Spinco Companies, and all information and records related exclusively to the Spinco Companies used to demonstrate compliance with Applicable Law and any other compliance records exclusively related to the Spinco Business and (B) all of the separate financial and property tax records of the members of the Spinco Companies that do not form part of the general ledger of Parent or any of its Affiliates (other than the Spinco Companies);

(xvi) all insurance proceeds (except to the extent relating to Excluded Assets or Excluded Liabilities), net of any retrospective premiums, deductibles, retention or similar amounts, arising out of or related to damage, destruction or loss of any Transferred Assets (or assets existing as of the date of this Agreement that would have been Transferred Assets but for the occurrence of the event giving rise to the insurance proceeds) to the extent of any damage or destruction that remains unrepaired, or to the extent any property or asset remains unreplaced at the Distribution Date;

(xvii) those assets relating to Employee Plans and Benefit Arrangements expressly provided in the Employee Matters Agreement to be transferred to Spinco or to a trust associated with an employee plan or benefit arrangement sponsored by Spinco; and

(xviii) subject to Section 2.03, except to the extent not transferable under the terms of any license related thereto, all software programs, documentation and other related materials used or held for use exclusively in connection with the Spinco Business, including licenses from the licensor of the software, for (A) software embedded in any hardware or equipment that is a Transferred Asset, and (B) operating system software and COTS software installed in any computer, workstation, personal digital assistant, cell phone or other communications device that is a Transferred Asset.

“Transferred Facilities” means, collectively, the Spinco Owned Real Property, the Spinco Leased Real Property, the Subleased Premises and the Licensed Premises.

“Transferred Intellectual Property” means the Intellectual Property listed on Attachment I to the Intellectual Property Matters Agreement.

“Transferred Leased Real Property” means the Leased Real Property identified on Schedule A-13.

“Transferred Owned Real Property” means the Owned Real Property identified on Schedule A-14.

“Transferred Spinco Data” means all Data of Parent and its Subsidiaries (including the Spinco Companies) used exclusively (as between the Parent Business on the one hand and the Spinco Business on the other hand) in the Spinco Business.

“Transferred Third Party Data” means all Data of any third party other than a Parent Company or a Spinco Company that has been provided or disclosed or otherwise made available exclusively (as between the Parent Business on the one hand and the Spinco Business on the other hand) to, or is maintained or used exclusively (as between the Parent Business on the one hand and the Spinco Business on the other hand) by, the Spinco Business, including pursuant to Contracts of the Spinco Business (including Government Contracts).

“Transition Services Agreement—Parent to Spinco” means the transition services agreement in the form attached as Attachment XVI pursuant to which Parent will provide certain services to Spinco on a transition basis following the Distribution.

“Transition Services Agreement—Spinco to Parent” means the transition services agreement in the form attached as Attachment XVII pursuant to which Spinco will provide certain services to Parent on a transition basis following the Distribution.

“U.S. Government” means the federal government of the United States of America and any agencies, instrumentalities and departments thereof.

(b) Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
AAA	16.09(a)
Accounting Principles	2.08(b)
Agreement	Preamble
Arbitral Tribunal	16.09(d)
ASBCA Matter	7.03(e)
Casualty Loss	8.08
Clean-Up Spin-Off	Recitals
Condemnation Event	8.08
Consent Fee	2.03(a)
Contract Party	8.02(c)
COTS	2.03(a)
Cut-Off Time	2.08(a)
Data Migration	11.03(a)
Day-One Plan	11.03(a)
Day-One Readiness	11.03(a)
Deductible	7.04(d)
Delaware Courts	16.09
Dispute	16.09(a)
Distribution	Recitals
DSS	3.01(c)

Exchange Offer	Recitals
Final Closing Cash	2.08(a)
Final Net Working Capital Amount	2.08(a)
Final Statement	2.08(a)
Indemnified Claim	7.03(a)
Indemnified Person	7.03(a)
Indemnifying Party	7.03(a)
Insurance Liabilities	8.05(b)
Internal Reorganization	Recitals
Merger	Recitals
Merger Agreement	Recitals
Merger Partner	Recitals
Merger Partner Sub	Recitals
MSA Matter	7.03(e)
Novation Party	8.02(c)
One-Step Spin-Off	Recitals
Parent	Preamble
Parent Cash Distribution	3.04(b)
Parent Counsel	5.05(a)
Parent Data	11.03(a)
Parent Indemnified Parties	7.02(a)
Parent Novation Agreements	8.02(b)
Party or Parties	Preamble
Privileged Information	5.05(b)
Proposed Closing Cash	2.08(a)
Proposed Final Net Working Capital Amount	2.08(a)
Proposed Statement	2.08(a)
Rules	16.09(a)
Segregated Account	3.04(b)
Separation	Recitals
Separation/Migration Plan	11.03(a)
Spinco	Preamble
Spinco Data	11.03(a)
Spinco Debt	3.04(a)
Spinco Financing Arrangements	Recitals
Spinco Indemnified Parties	7.02(b)
Spinco Novation Agreements	8.02(a)
Spinco Registration Statement	4.03(a)
Systems	11.03(a)
Systems Separation	11.03(a)
Tax Matters	10.01
Third Party Claim	7.03(a)
Third Party Proprietary Information	2.03(c)
Transaction Engagement	5.05(a)
Transaction Engagement Communications	5.05(a)
Unaffiliated Accounting Firm	2.08(a)
Undisclosable Contracts	2.08(d)