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): May 23, 2025

ROCKET LAB CORPORATION
(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-39560**	**39-2182599**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

3881 McGowen Street	
Long Beach, California	**90808**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's Telephone Number, Including Area Code: 714 465-5737

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	RKLB	The Nasdaq Stock Market LLC

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

Emerging growth company ☐

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

EXPLANATORY NOTE

As previously disclosed, on May 8, 2025, Rocket Lab USA, Inc., a Delaware corporation ("Rocket Lab"), announced plans to implement a holding company reorganization (the "Reorganization"). On May 23, 2025, Rocket Lab implemented the Reorganization pursuant to an Agreement and Plan of Merger (the "Merger Agreement") dated as of May 23, 2025, among Rocket Lab, Rocket Lab Corporation, a Delaware corporation ("Rocket Lab Holdings") and Rocket Lab Merger Sub, Inc., a Delaware corporation and direct, wholly owned subsidiary of Rocket Lab Holdings ("Merger Sub"). Pursuant to the terms of the Merger Agreement, Merger Sub merged with and into Rocket Lab, with Rocket Lab continuing as the surviving corporation and a wholly owned subsidiary of Rocket Lab Holdings (the "Merger"). Following the Merger, Rocket Lab Holdings became the successor issuer to Rocket Lab. This Current Report on Form 8-K is being filed for the purpose of establishing Rocket Lab Holdings as the successor issuer pursuant to Rule 12g-3(a) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and to disclose certain related matters. Pursuant to Rule 12g-3(a) promulgated under the Exchange Act, shares of Rocket Lab Holdings common stock, par value $0.0001 per share ("Rocket Lab Holdings Common Stock"), issued in connection with the Merger are deemed registered under Section 12(b) of the Exchange Act as the common stock of the successor issuer.

Item 1.01 Entry into a Material Definitive Agreement.

The information set forth above under Explanatory Note is incorporated hereunder by reference.

Adoption of Agreement and Plan of Merger and Consummation of Reorganization

On May 23, 2025, Rocket Lab completed the Reorganization by implementing the Merger pursuant to the terms of the Merger Agreement. The Merger was completed pursuant to Section 251(g) of the General Corporation Law of the State of Delaware (the "DGCL"), which provides for the formation of a holding company (i.e., Rocket Lab Holdings) without a vote of the shareholders of the constituent corporation (i.e., Rocket Lab). At the Effective Time (as defined in the Merger Agreement), (i) the separate existence of Merger Sub ceased, (ii) each share of Rocket Lab common stock, par value $0.0001 per share ("Rocket Lab Common Stock"), issued and outstanding immediately prior to the Effective Time was automatically converted into one share of Rocket Lab Holdings common stock, par value $0.0001 per share ("Rocket Lab Holdings Common Stock"), having the same designation, rights, powers, and preferences, and qualifications, limitations, and restrictions as a share of Rocket Lab Common Stock immediately prior to consummation of the Reorganization, and (iii) each share of Rocket Lab Series A Convertible Participating Preferred Stock, par value $0.0001 per share ("Rocket Lab Preferred Stock"), issued and outstanding immediately prior to the Effective Time was automatically converted into one share of Rocket Lab Holdings Series A Convertible Participating Preferred Stock, par value $0.0001 per share ("Rocket Lab Holdings Preferred Stock"), having the same designation, rights, powers, and preferences, and qualifications, limitations, and restrictions as a share of Rocket Lab Preferred Stock immediately prior to consummation of the Reorganization. The conversion of stock occurred automatically without an exchange of stock certificates. Accordingly, each shareholder of Rocket Lab immediately before the Effective Time owned, immediately after the Effective Time, shares of Rocket Lab Holdings Common Stock or Rocket Lab Holdings Preferred Stock, as applicable, in the same amounts and percentages as such shareholder owned in Rocket Lab immediately prior to the Effective Time. The Reorganization is intended to be a tax-free transaction, such that Rocket Lab shareholders should not recognize gain or loss for U.S. federal income tax purposes upon the conversion of their shares of Rocket Lab Common Stock pursuant to the Reorganization.

Following the consummation of the Reorganization, Rocket Lab Holdings Common Stock continues to trade on the Nasdaq Capital Market (the "Nasdaq") on an uninterrupted basis under the ticker symbol "RKLB" with a new CUSIP number (773121 108). As a result of the Reorganization, Rocket Lab Holdings became the successor issuer to Rocket Lab pursuant to Rule 12g-3(a) promulgated under the Exchange Act, and as a result, shares of Rocket Lab Holdings Common Stock are deemed registered under Section 12(b) of the Exchange Act as the common stock of the successor issuer.

Immediately following the consummation of the Reorganization, on a consolidated basis, the assets, businesses, and operations of Rocket Lab Holdings are not materially different than the corresponding assets, business, and operations of Rocket Lab immediately prior to the consummation of the Reorganization.

The foregoing descriptions of the Merger Agreement and the Reorganization do not constitute complete descriptions of, and are qualified in their entirety by reference to, the full text of the Merger Agreement, which is attached hereto as Exhibit 2.1 and incorporated by reference herein.

First Supplemental Indenture

In connection with the Merger, on May 23, 2025, Rocket Lab, Rocket Lab Holdings and U.S. Bank Trust Company, National Association (the "Trustee") entered into a first supplemental indenture (the "Supplemental Indenture") to the indenture, dated as of February 6, 2024, between Rocket Lab and the Trustee (the "Indenture"), governing Rocket Lab's 4.250% Convertible Senior Notes (the "Convertible Notes") in order to (i) provide for subsequent conversions of the Convertible Notes in the manner set forth in Section 5.09 of the Indenture, (ii) provide for subsequent adjustments to the Conversion Rate pursuant to Section 5.05(A) of the Indenture in a manner consistent with Section 5.09 of the Indenture, (iii) provide for the full and unconditional guarantee of the obligations of Rocket Lab under the Convertible Notes and the Indenture and (iv) make such other changes as are appropriate to preserve the economic interests of the holders and to give effect to the provisions of Section 5.09(A) of the Indenture.

The foregoing description of the Supplemental Indenture does not constitute a complete description of, and is qualified in its entirety by reference to, the full text of the Supplemental Indenture, which is attached hereto as Exhibit 4.2 and incorporated by reference herein.

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

The information set forth under and/or incorporated by reference into the heading "First Supplemental Indenture" in Item 1.01 is incorporated hereunder by reference.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

The information set forth above under Explanatory Note is incorporated hereunder by reference.

In connection with consummation of the Reorganization, Rocket Lab notified Nasdaq that the Merger had been completed. As noted above, Rocket Lab Holdings Common Stock continues to trade on the Nasdaq on an uninterrupted basis under the ticker symbol "RKLB," which was the same symbol formerly used for Rocket Lab Common Stock, with the new CUSIP number (773121 108). Nasdaq is expected to file with the Securities and Exchange Commission (the "SEC") an application on Form 25 to delist Rocket Lab Common Stock from Nasdaq and to deregister Rocket Lab Common Stock under Section 12(b) of the Exchange Act. Rocket Lab intends to file with the SEC a certificate on Form 15 requesting that Rocket Lab Common Stock be deregistered under the Exchange Act, and that Rocket Lab's reporting obligations under Section 15(d) of the Exchange Act with respect to Rocket Lab Common Stock be suspended. Following the Reorganization, Rocket Lab Holdings will make filings with the SEC under Rocket Lab's prior CIK (0001819994) and Rocket Lab will no longer make filings with the SEC.

The information set forth under and/or incorporated by reference into Items 1.01 and 5.03 is incorporated hereunder by reference.

Item 3.03 Material Modification of Rights of Securityholders.

The information set forth under and/or incorporated by reference into Items 1.01, 3.01 and 5.03 is incorporated hereunder by reference.

Item 5.01 Changes in Control of the Registrant.

The information set forth under and/or incorporated by reference into Items 1.01, 3.01 and 8.01 is incorporated hereunder by reference.

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

Appointment of Certain Officers of Rocket Lab Holdings; Election of New Directors of Rocket Lab Holdings

The directors of Rocket Lab Holdings and their committee memberships and titles, which are listed below, are the same as the directors of Rocket Lab immediately prior to consummation of the Reorganization. Sir Peter Beck will continue to serve as Chairman of the Board of Directors of Rocket Lab Holdings.

Directors

Name	Age	Audit Committee	Compensation Committee	Nominating and Corporate Governance Committee	Government Security Committee
Peter Beck	48	-	-	-	-
Lt. Gen. Nina M. Armagno (Ret.)	59	-	-	M	C
Edward Frank	68	M	C	-	-
Matt Ocko	56	-	-	-	-
Jon Olson	71	C	-	M	-
Kenneth Possenriede	65	M	M	-	-
Merline Saintil	48	-	M	C	-
Alex Slusky	57	-	-	-	-

C – Chair of Committee

M – Member of Committee

From and after the Effective Time, the executive officers of Rocket Lab Holdings, who are listed below, were all executive officers of Rocket Lab immediately prior to consummation of the Reorganization.

Officers

Name	Age	Position
Peter Beck	48	President, Chief Executive Officer and Chairman
Adam Spice	56	Chief Financial Officer
Frank Klein	52	Chief Operations Officer
Arjun Kampani	53	Senior Vice President, General Counsel and Secretary

Biographical information about Rocket Lab Holdings' directors and executive officers is included in Rocket Lab's Amendment No. 1 to its Annual Report on Form 10-K/A for the fiscal year ended December 31, 2024 (the "10-K/A") under Item 10. Directors, Executive Officers and Corporate Governance, and is incorporated by reference herein. There are no arrangements or understandings with any person pursuant to which the directors and the executive officers were appointed. There are no family relationships amongst any of the directors or any of the executive officers of Rocket Lab Holdings.

Information regarding the compensation arrangements of Rocket Lab Holdings' named executive officers, including Messrs. Beck, Spice, Klein and Kampani, and regarding related party transactions pursuant to Item 404(a) of Regulation S-K is included in the 10-K/A under Item 11. "Executive Compensation" and Item 13. "Certain Relationships and Related Transactions and Director Independence" and each of these sections is incorporated by reference herein.

Outstanding Equity Plans, Awards and Related Arrangements

In connection with consummation of the Reorganization, on May 23, 2025, Rocket Lab and Rocket Lab Holdings entered into an Assignment and Assumption Agreement (the "Equity Compensation Plans Assignment Agreement"), pursuant to which, at the Effective Time, Rocket Lab assigned (including sponsorship of) to Rocket Lab Holdings, and Rocket Lab Holdings assumed (including sponsorship of) from Rocket Lab, all of Rocket Lab's rights and obligations under (a) the Rocket Lab USA, Inc. 2021 Stock Option and Incentive Plan (the "2021 Plan") and all outstanding awards and award agreements thereunder, (b) the Rocket Lab USA, Inc. 2021 Employee Stock Purchase Plan (the "ESPP"), and (c) the Rocket Lab USA, Inc. Second Amended and Restated 2013 Stock Option and Grant Plan (the "2013 Plan") and all outstanding awards, award agreements and rights thereunder (collectively, the "Plans").

On May 23, 2025, Rocket Lab Holdings amended the Plans assumed pursuant to the Equity Plans Compensation Plans Assignment Agreement pursuant to the Omnibus Amendment to the Rocket Lab USA, Inc. 2021 Stock Option and Incentive Plan and the Second Amended and Restated 2013 Stock Option and Grant Plan (the "Omnibus Amendment"). The share reserve of the 2021 Plan is 109,824,076 shares, the share reserve of the 2013 Plan is 7,123,743 shares, and the share reserve of the ESPP is 19,861,563 shares. Outstanding awards granted under Rocket Lab's equity compensation plans will be satisfied by the share reserves established under the 2021 Plan, the 2013 Plan and the ESPP, as the case may be.

The foregoing description of the Equity Compensation Plans Assignment Agreement and the Omnibus Amendment do not constitute complete descriptions of, and are qualified in their entirety by reference to, the full text of each of the Equity Compensation Plans Assignment Agreement and the Omnibus Amendment, which are attached hereto as Exhibits 10.1 and 10.2, respectively, and each incorporated by reference herein.

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

Upon consummation of the Reorganization, the Amended and Restated Certificate of Incorporation of Rocket Lab Holdings (the "Amended and Restated Certificate of Incorporation") and the Amended and Restated Bylaws of Rocket Lab Holdings (the "Amended and Restated Bylaws") are the same as the certificate of incorporation and bylaws of Rocket Lab in effect immediately prior to consummation of the Reorganization, respectively, other than changes permitted by Section 251(g) of the DGCL. The Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on May 23, 2025.

In addition, upon consummation of the Reorganization, Rocket Lab amended and restated its Amended and Restated Certificate of Incorporation (as so amended and restated the "Rocket Lab Amended and Restated Charter") by filing the Rocket Lab Amended and Restated Charter as an exhibit to the Certificate of Merger filed with the Secretary of State of the State of Delaware on May 23, 2025 in connection with the Merger (the "Certificate of Merger"), in order to add a provision, which is required by Section 251(g) of the DGCL, that provides that any act or transaction by or involving Rocket Lab, other than the election or removal of directors, that requires for its adoption under the DGCL or the Rocket Lab Amended and Restated Charter the approval of the stockholders of Rocket Lab shall require the approval of the stockholders of Rocket Lab Holdings by the same vote as is required by the DGCL and/or the Rocket Lab Amended and Restated Charter.

The foregoing descriptions of the Amended and Restated Certificate of Incorporation, the Amended and Restated Bylaws, and the Rocket Lab Amended and Restated Charter do not constitute complete descriptions of, and are qualified in their entirety by reference to, the full text of each of the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws, and the Rocket Lab Amended and Restated Charter, respectively, which are attached hereto as Exhibits 3.1, 3.2, and 3.4 respectively, and each incorporated by reference herein.

Item 8.01 Other Events.

The information set forth above under Explanatory Note is incorporated hereunder by reference.

Description of Securities Registered Pursuant to Section 12 of the Exchange Act

The description of Rocket Lab Holdings' securities registered pursuant to Section 12 of the Exchange Act provided in Exhibit 4.1, which is incorporated by reference herein, modifies and supersedes any prior description of Rocket Lab's capital stock in any registration statement or report filed with the SEC and will be available for incorporation by reference into certain of Rocket Lab Holdings' filings with the SEC pursuant to the Securities Act of 1933, as amended, the Exchange Act, and the rules and forms promulgated thereunder.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements. Some of these forward-looking statements relate to future events and expectations and can be identified by the use of forward-looking words such as "believes," "expects," "may," "will," "should," "seeks," "approximately," "intends," "plans," "estimates," or "anticipates" or the negative of those words or other comparable terminology. Such forward-looking statements speak only as of the time they are made and are subject to various risks and uncertainties and Rocket Lab Holdings claims the protection afforded by the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995. Forward-looking statements, including, but not limited to, statements regarding Rocket Lab Holdings' ability to complete the Reorganization, the impacts of the Reorganization, Rocket Lab Holdings' ability to realize the expected benefits of Reorganization and Rocket Lab's obligations pursuant to agreements related to the consummation of the Reorganization, are not guarantees of future performance and involve risks and uncertainties that may cause Rocket Lab Holdings' actual results to differ materially from Rocket Lab Holdings' expectations discussed in the forward-looking statements. Each of the forward-looking statements is subject to change based on various important factors, many of which are beyond Rocket Lab Holdings' control, including without limitation: the effect of the announcement of the Reorganization on Rocket Lab Holdings' business generally, unexpected issues that arise following completion of the Reorganization, market reaction to the announcement, updates on and completion of the Reorganization, and those factors discussed in Rocket Lab Holdings' reports filed from time to time with the SEC. Except as may be required by applicable law, Rocket Lab Holdings undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Given these uncertainties, one should not put undue reliance on any forward-looking statements.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
2.1	Agreement and Plan of Merger, dated as of May 23, 2025 among Rocket Lab USA, Inc., Rocket Lab Corporation, and Rocket Lab Merger Sub, Inc.
3.1	Amended and Restated Certificate of Incorporation of Rocket Lab Corporation.
3.2	Amended and Restated Bylaws of Rocket Lab Corporation.
3.3	Certificate of Designations of Series A Convertible Participating Preferred Stock of Rocket Lab Corporation.
3.4	Certificate of Merger.
4.1	Description of Securities.
4.2	Supplemental Indenture, dated as of May 23, 2025, between Rocket Lab USA, Inc. and U.S. Bank Trust Company, National Association.
10.1	Assignment and Assumption Agreement, dated as of May 23, 2025, between Rocket Lab USA, Inc. and Rocket Lab Corporation.
10.2	Omnibus Amendment to the Rocket Lab USA, Inc. 2021 Stock Option and Incentive Plan and the Second Amended and Restated 2013 Stock Option and Grant Plan.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

ROCKET LAB CORPORATION

Date: May 23, 2025

By: /s/ Adam Spice

Adam Spice
Chief Financial Officer

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of May 23, 2025, by and among Rocket Lab USA, Inc., a Delaware corporation (the "Company"), Rocket Lab Corporation, a Delaware corporation and a direct wholly-owned subsidiary of the Company ("HoldCo"), and Rocket Lab Merger Sub, Inc., a Delaware corporation and a direct wholly owned subsidiary of HoldCo ("Merger Sub").

RECITALS

WHEREAS, the Company desires to reorganize into a holding company structure through the merger (the "Merger") of Merger Sub with the Company, with the Company surviving the Merger as a wholly-owned subsidiary of HoldCo, pursuant to Section 251(g) of the General Corporation Law of the State of Delaware (the "DGCL");

WHEREAS, at the Effective Time (as defined herein) of the Merger, (i) each outstanding share of common stock, par value $0.0001 per share, of the Company (the "Company Common Stock") shall be converted into one share of common stock, par value $0.0001 per share, of HoldCo (the "HoldCo Common Stock") and (ii) each outstanding share of Series A Convertible Participating Preferred Stock, par value $0.0001 per share, of the Company (the "Company Preferred Stock" together with the Company Common Stock, the "Company Stock") shall be converted into one share of Series A Convertible Participating Preferred Stock, par value $0.0001 per share, of HoldCo (the "HoldCo Preferred Stock" together with the HoldCo Common Stock, the "HoldCo Stock");

WHEREAS, immediately following the Effective Time (i) the shares of HoldCo Common Stock shall have the same rights, powers, and preferences, and the qualifications, limitations, and restrictions thereof, as the shares of Company Common Stock and (ii) the shares of HoldCo Preferred Stock shall have the same rights, powers, and preferences, and the qualifications, limitations, and restrictions thereof, as the shares of Company Preferred Stock;

WHEREAS, the Amended and Restated Certificate of Incorporation of HoldCo ("HoldCo A&R Charter") and the Amended and Restated Bylaws of HoldCo ("HoldCo A&R Bylaws"), each as in effect immediately following the Effective Time, shall contain provisions identical to the Amended and Restated Certificate of Incorporation of the Company (the "Company Charter") and the Amended and Restated Bylaws of the Company (the "Company Bylaws"), respectively, each as in effect immediately prior to the Effective Time, other than as permitted by Section 251(g) of the DGCL;

WHEREAS, HoldCo and Merger Sub are newly formed corporations organized for the sole purpose of participating in the transactions herein contemplated and actions related thereto, own no assets (other than HoldCo's ownership of Merger Sub and nominal capital), and have taken no actions other than those necessary or advisable to organize the corporations and to effect the transactions herein contemplated and actions related thereto;

WHEREAS, at or promptly following the Effective Time, the Company and HoldCo will enter into an assignment and assumption agreement (the "Assignment and Assumption Agreement"), pursuant to which, among other things, the Company will, at the Effective Time, transfer to HoldCo, and HoldCo will assume, from and after the Effective Time, sponsorship of the Equity Incentive Plans, the Award Agreements, and the Other Agreements and Plans (each as defined below) and all of the Company's rights and obligations thereunder;

WHEREAS, the directors of the Company immediately prior to the Effective Time will cease to be directors of the Company and shall instead be the directors of HoldCo immediately following the Effective Time;

WHEREAS, at the Effective Time, the Company Charter and the Company Bylaws shall be amended and restated as set forth in this Agreement and as required by Section 251(g) of the DGCL;

WHEREAS, the parties intend that, for United States federal income tax purposes, (i) the Merger qualify as an exchange described in Section 351(a) of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) the Merger qualify as a reorganization within the meaning of Section 368(a) of the Code, and (iii) the stockholders of the Company not recognize gain or loss in connection with the Merger;

WHEREAS, immediately following the Effective Time, HoldCo shall have substantially the same assets and liabilities on a consolidated basis as the Company had immediately prior to the Effective Time; and

WHEREAS, the respective boards of directors of each of the Company and HoldCo have approved and declared advisable this Agreement and the transactions contemplated hereby, including, without limitation, the Merger, and the sole director of Merger Sub has (i) approved and declared advisable this Agreement and the transactions contemplated hereby, including, without limitation, the Merger; (ii) resolved to submit the adoption of this Agreement and the transactions completed hereby, including, without limitation, the Merger, to Merger Sub's sole stockholder; and (iii) recommended that Merger Sub's sole stockholder vote in favor of the adoption of this Agreement and the transactions completed hereby, including, without limitation, the Merger.

NOW, THEREFORE, in consideration of the premises and agreements contained in this Agreement, and intending to be legally bound hereby, the Company, HoldCo, and Merger Sub hereby agree as follows:

Section 1. The Merger. In accordance with Section 251(g) of the DGCL and subject to, and upon the terms and conditions of, this Agreement, Merger Sub shall be merged with the Company, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation"). At the Effective Time, the effects of the Merger shall be as provided in this Agreement and in Sections 251(g) and 259 of the DGCL.

Section 2. Effective Time. As soon as practicable after the execution and delivery of this Agreement and adoption of this Agreement by the sole stockholder of Merger Sub, the Company shall file with the Office of the Secretary of State of the State of Delaware a certificate of merger (the "Certificate of Merger") in the form attached hereto as Exhibit A, executed in accordance with the applicable provisions of the DGCL, and shall make all other filings or recordings required under the DGCL to effectuate the Merger. The Merger shall become effective upon the filing of the Certificate of Merger or at such later date and time as set forth in the Certificate of Merger (the date and time that the Merger becomes effective, the "Effective Time").

Section 3. Surviving Corporation Certificate of Incorporation. From and after the Effective Time, the Company Charter shall be amended and restated in the Merger by the filing of the Certificate of Merger with the Secretary of State of the State of Delaware in the form attached here to as Exhibit B, and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein and in accordance with the applicable provisions of the DGCL (the "Surviving Corporation Charter").

Section 4. Surviving Corporation Bylaws. From and after the Effective Time, the Company Bylaws shall be amended and restated in the Merger in the form attached hereto as Exhibit C and, as so amended and restated, shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein and in accordance with the applicable provisions of the DGCL (the "Surviving Corporation Bylaws").

Section 5. Directors.

(a) Company. The directors of the Company in office immediately prior to the Effective Time shall (i) prior to the Effective Time, elect successor directors to hold office as of the Effective Time (the "Successor Directors") and (ii) as of the Effective Time, cease to be the directors of the Surviving Corporation. The Successor Directors shall hold office from the Effective Time until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation Charter and the Surviving Corporation Bylaws, or as otherwise provided by law.

(b) HoldCo. The directors of the Company in office immediately prior to the Effective Time shall be the directors of HoldCo upon the Effective Time and will continue to hold office from the Effective Time until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the HoldCo A&R Charter and the HoldCo A&R Bylaws, or as otherwise provided by law.

Section 6. Officers.

(a) Company. The officers of the Company in office immediately prior to the Effective Time shall remain the officers of the Surviving Corporation and will continue to hold office from the Effective Time until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation Charter and Surviving Corporation Bylaws, or as otherwise provided by law.

(b) HoldCo. The officers of the Company in office immediately prior to the Effective Time shall be the officers of HoldCo upon the Effective Time and will continue to hold office from the Effective Time until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the HoldCo A&R Charter and HoldCo A&R Bylaws, or as otherwise provided by law.

Section 7. Additional Actions. Subject to the terms of this Agreement, the parties shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger and to comply with the requirements of Sections 251(g) of the DGCL. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation its right, title, or interest in, to, or under any of the rights, properties, or assets of either the Company or Merger Sub acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of the Company and Merger Sub, all such deeds, bills of sale, assignments, and assurances and to take and do, in the name and on behalf of each of the Company and Merger Sub or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect, or confirm any and all right, title, and interest in, to, and under such rights, properties, or assets in the Surviving Corporation or otherwise to carry out this Agreement.

Section 8. Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Company, HoldCo, Merger Sub, or any holder of any securities thereof:

(a) Conversion of Outstanding Company Common Stock. Each share of Company Common Stock that is issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid, and nonassessable share of HoldCo Common Stock, such HoldCo Common Stock having the same rights, powers and preferences, and the qualifications, limitations and restrictions as the Company Common Stock had immediately prior to the Effective Time as set forth in the HoldCo A&R Charter.

(b) Conversion of Outstanding Company Preferred Stock. Each share of Company Preferred Stock that is issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid, and nonassessable share of HoldCo Preferred Stock, such HoldCo Preferred Stock having the same rights, powers and preferences, and the qualifications, limitations and restrictions as the Company Preferred Stock had immediately prior to the Effective Time as set forth in the HoldCo A&R Charter.

(c) Conversion of Capital Stock of Merger Sub. Each share of common stock, par value $0.01 per share, of Merger Sub that is issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid, and nonassessable share of common stock, par value $0.0001 per share, of the Surviving Corporation.

(d) Conversion of Company Common Stock Held in Treasury. Each share of Company Common Stock that is issued but not outstanding and held in the Company's treasury immediately prior to the Effective Time shall be converted into one validly issued, fully paid, and nonassessable share of HoldCo Common Stock, to be held in HoldCo's treasury immediately after the Effective Time.

(e) No Further Ownership Rights of Company Stock. Upon conversion thereof in accordance with this Section 8, all shares of Company Stock shall be cancelled and cease to be outstanding, such conversion to be deemed paid in full satisfaction of all rights pertaining to such shares of Company Stock, except, in all cases, as set forth in Section 12 and Section 251(g) of the DGCL. From and after the Effective Time, there shall be no further registration of transfers of shares of Company Stock on the transfer books of the Surviving Corporation. If, after the Effective Time, any certificate that immediately prior to the Effective Time represented shares of Company Stock (a "Certificate") is presented to the Surviving Corporation or its transfer agent for any reason, such Certificate shall be cancelled and exchanged as provided in Section 12.

Section 9. Assumption of Equity Incentive Plans, Award Agreements, and Other Agreements and Plans. At the Effective Time, pursuant to this Agreement and the Assignment and Assumption Agreement, the Company will assign to HoldCo, and HoldCo will: (i) assume sponsorship of, and all of the Company's rights and obligations under, all of the Company's Equity Incentive Plans (as defined in the Assignment and Assumption Agreement); (ii) assume and agree to perform all obligations of the Company pursuant to each equity-based award agreement, program, sub-plan, notice, and/or similar agreement entered into or issued pursuant to the Equity Incentive Plans, and each outstanding award granted or assumed thereunder, including, without limitation, each outstanding Option, Restricted Stock, or RSU award (each, as defined below) (collectively, the "Award Agreements"); and (iii) assume and agree to perform all obligations of the Company pursuant to each of the other agreements and plans (the "Other Agreements and Plans") listed on Exhibit A to the Assignment and Assumption Agreement.

(a) Options. At the Effective Time, each unexercised and unexpired option to purchase shares of Company Common Stock (collectively, the "Options") then outstanding under any of the Equity Incentive Plans, whether or not then exercisable, shall, by virtue of this Agreement and the Assignment and Assumption Agreement, and without any action on the part of the holder thereof, be assumed by HoldCo. Each Option so assumed by HoldCo will continue to have, and be subject to, the same terms and conditions as set forth in the applicable Equity Incentive Plan and any agreements in effect thereunder immediately prior to the Effective Time, including, without limitation, the vesting schedule (without acceleration thereof by virtue of the Merger and the transactions contemplated hereby) and per-share exercise price, except that each Option will be exercisable (or will become exercisable in accordance with its terms) for that number of shares of HoldCo Common Stock equal to the number of shares of Company Common Stock that were subject to such Option immediately prior to the Effective Time.

(b) Restricted Stock. At the Effective Time, each share of Company Common Stock granted under the Equity Incentive Plans then outstanding that remains subject to vesting or other lapse restrictions (collectively, the "Restricted Stock") shall, by virtue of this Agreement and the Assignment and Assumption Agreement, and without any action on the part of the holder thereof, be assumed by HoldCo. Each share of Restricted Stock so assumed by HoldCo will continue to have, and be subject to, the same terms and conditions as set forth in the applicable Equity Incentive Plan and any agreements thereunder in effect immediately prior to the Effective Time (including, without limitation, the vesting or other lapse restrictions (without acceleration thereof by virtue of the Merger and the transactions contemplated hereby)), except that each share of Restricted Stock will be converted into one restricted share of HoldCo Common Stock, and each such share of Restricted Stock shall otherwise be treated in the same manner as each other share of Company Common Stock hereunder.

(c) Restricted Stock Units. At the Effective Time, each restricted stock unit granted under the Equity Incentive Plans that is then outstanding (collectively, the "RSUs," which for the avoidance of doubt includes RSUs subject to either time-based vesting or performance based vesting conditions, whether settlement is in equity or cash, and deferred stock units) shall, by virtue of this Agreement and the Assignment and Assumption Agreement, and without any action on the part of the holder thereof, be assumed by HoldCo. Each RSU so assumed by HoldCo will continue to have, and be subject to, the same terms and conditions as set forth in the applicable Equity Incentive Plan and any agreements thereunder immediately in effect prior to the Effective Time (including, without limitation, the vesting schedule (without acceleration thereof by virtue of the Merger and the transactions contemplated hereby)), except that each RSU based on Company Common Stock will be converted into an RSU subject to that number of shares of HoldCo Common Stock equal to the number of shares of Company Common Stock that were subject to such RSU immediately prior to the Effective Time.

Section 10. No Change of Control. The Company and HoldCo agree that the Merger does not constitute a "Change of Control" or "Change in Control" or event of similar import under the Equity Incentive Plans, the Award Agreements, or any Other Agreement or Plan.

Section 11. Reservation of Shares. On or prior to the Effective Time, HoldCo will reserve sufficient shares of HoldCo Common Stock to provide for the issuance of HoldCo Common Stock under the Equity Incentive Plans, including upon exercise of Options outstanding under the Equity Incentive Plans, if applicable.

Section 12. Stock Certificates. From and after the Effective Time until thereafter surrendered to HoldCo or its transfer agent for transfer or exchange in the ordinary course, each Certificate shall be deemed for all purposes to evidence ownership of and to represent the shares of HoldCo Stock into which the shares of Company Stock represented by such Certificate immediately prior to the Effective Time have been converted pursuant to this Agreement, and each such Certificate shall be so registered on the books and records of HoldCo and its transfer agent. From and after the Effective Time, upon the surrender to HoldCo or its transfer agent for transfer or exchange in the ordinary course of any Certificate, HoldCo shall issue or cause to be issued a new certificate representing the class and number of shares of HoldCo Stock previously represented by such Certificate to the person or persons or entity or entities entitled thereto. If any Certificate shall have been lost, stolen, or destroyed, then, upon the making of an affidavit of such fact by the person or entity claiming such Certificate to be lost, stolen, or destroyed and the providing of an indemnity by such person or entity to HoldCo, in form, substance, and amount reasonably satisfactory to HoldCo, against any claim that may be made against it with respect to such Certificate, HoldCo shall issue or cause to be issued to such person or entity, in exchange for such lost, stolen, or destroyed Certificate, a new certificate representing the class and number of shares of HoldCo Stock into which the shares of Company Stock represented by such Certificate immediately prior to the Effective Time have been converted pursuant to this Agreement.

Section 13. HoldCo Shares. Prior to the Effective Time, the Company and HoldCo shall take any and all actions as are necessary to ensure that each share of capital stock of HoldCo that is owned by the Company immediately prior to the Effective Time shall be cancelled and cease to be outstanding from and after the Effective Time, and no payment shall be made therefor, and the Company, by execution of this Agreement, agrees to forfeit such shares and relinquish any rights to such shares.

Section 14. No Appraisal Rights. In accordance with the DGCL, no appraisal rights shall be available to any holder of shares of Company Stock in connection with the Merger.

Section 15. Tax Treatment. The parties intend that, for United States federal income tax purposes, the stockholders of the Company immediately prior to the Effective Time shall not recognize gain or loss in connection with the Merger. As such, this Agreement is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulation Section 1.368-2(g), and the Merger is intended to qualify as a reorganization within the meaning of Section 368(a) of the Code. The Merger is also intended to constitute an exchange described in Section 351(a) of the Code. Each party hereto shall use its reasonable best efforts to cause the Merger to qualify for the foregoing treatment, and shall not knowingly take any action or cause or permit any action to be taken which could reasonably be expected to prevent the Merger from qualifying for such treatment. Each party hereto shall file all tax returns (including amended returns and claims for refunds) in a manner consistent with such treatment and shall use its reasonable best efforts to sustain such treatment in any subsequent tax audit or dispute.

Section 16. Termination. This Agreement may be terminated, and the Merger and the other transactions provided for herein may be abandoned, whether before or after the adoption of this Agreement by the sole stockholder of Merger Sub, at any time prior to the Effective Time, by action of the board of directors of the Company. In the event of termination of this Agreement, this Agreement shall forthwith become void and have no effect, and none of the Company, HoldCo, Merger Sub, or any of their respective stockholders, directors, or officers shall have any liability with respect to such termination or abandonment.

Section 17. Amendments. At any time prior to the Effective Time, this Agreement may be supplemented, amended, or modified, whether before or after the adoption of this Agreement by the sole stockholder of Merger Sub, by the mutual consent of the parties to this Agreement; provided, however, that no amendment shall be effected subsequent to the adoption of this Agreement by the sole stockholder of Merger Sub that by law requires further approval or authorization by the sole stockholder of Merger Sub or the stockholders of the Company without such further approval or authorization. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto.

Section 18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Section 19. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original and all of which shall constitute one and the same agreement. Facsimile copies or "PDF" or similar electronic data format copies of signatures shall constitute original signatures for all purposes of this Agreement and any enforcement hereof.

Section 20. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 21. Severability. The provisions of this Agreement are severable, and in the event that any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Company, HoldCo, and Merger Sub have caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

COMPANY:

ROCKET LAB USA, INC.

By: /s/ Adam Spice
Name: Adam Spice
Title: Chief Financial Officer

HOLDCO:

ROCKET LAB CORPORATION

By: /s/ Adam Spice
Name: Adam Spice
Title: Chief Financial Officer

MERGER SUB:

ROCKET LAB MERGER SUB, INC.

By: /s/ Adam Spice
Name: Adam Spice
Title: Chief Financial Officer

Exhibit A

Certificate of Merger

Signature Page to Agreement and Plan of Merger

Exhibit B

Surviving Corporation Charter

Signature Page to Agreement and Plan of Merger

Exhibit C

Surviving Corporation Bylaws

Signature Page to Agreement and Plan of Merger

Exhibit 3.1

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

ROCKET LAB CORPORATION

(originally incorporated on May 15, 2025 under the same name)

ARTICLE I

The name of the Corporation is Rocket Lab Corporation.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

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

ARTICLE VI

CAPITAL STOCK

The total number of shares of capital stock which the Corporation shall have authority to issue is 2,600,000,000, of which (i) 2,500,000,000 shares shall be a class designated as common stock, par value $0.0001 per share (the "Common Stock"), and (ii) 100,000,000 shares shall be a class designated as undesignated preferred stock, par value $0.0001 per share (the "Undesignated Preferred Stock").

Except as otherwise provided in any certificate of designations of any series of Undesignated Preferred Stock, the number of authorized shares of the class of Common Stock or Undesignated Preferred Stock may from time to time be increased or decreased (but not below the number of shares of such class outstanding) by the affirmative vote of the holders of a majority in voting power of the outstanding shares of capital stock of the Corporation irrespective of the provisions of Section 242(b)(2) of the DGCL.

The powers, preferences and rights of, and the qualifications, limitations and restrictions upon, each class or series of stock shall be determined in accordance with, or as set forth below in, this Article IV.

A. COMMON STOCK

Subject to all the rights, powers and preferences of the Undesignated Preferred Stock and except as required by law or provided in this Certificate (or in any certificate of designations of any series of Undesignated Preferred Stock):

(a) the holders of the Common Stock shall have the exclusive right to vote for the election of directors of the Corporation (the "Directors") and on all other matters requiring stockholder action, with each outstanding share entitling the holder thereof to one (1) vote on each matter properly submitted to the stockholders of the Corporation for their vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate (or on any amendment to a certificate of designations of any series of Undesignated Preferred Stock) that alters or changes the powers, preferences, rights or other terms of one or more outstanding series of Undesignated Preferred Stock if the holders of such affected series of Undesignated Preferred Stock are entitled to vote, either separately or together with the holders of one or more other such series, on such amendment pursuant to this Certificate (or pursuant to a certificate of designations of any series of Undesignated Preferred Stock) or pursuant to the DGCL;

(b) dividends may be declared and paid or set apart for payment upon the Common Stock out of any assets or funds of the Corporation legally available for the payment of dividends, but only when and as declared by the Board of Directors or any authorized committee thereof; and

(c) upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock.

B. UNDESIGNATED PREFERRED STOCK

The Board of Directors or any authorized committee thereof is expressly authorized, to the fullest extent permitted by law, to provide by resolution or resolutions for, out of the unissued shares of Undesignated Preferred Stock, the issuance of the shares of Undesignated Preferred Stock in one or more series of such stock, and by filing a certificate of designations pursuant to applicable law of the State of Delaware, to establish or change from time to time the number of shares of each such series, and to fix the designations, powers, including voting powers, full or limited, or no voting powers, preferences and the relative, participating, optional or other special rights of the shares of each series and any qualifications, limitations and restrictions thereof.

ARTICLE V

STOCKHOLDER ACTION

1. Action without Meeting. Any action required or permitted to be taken by the stockholders of the Corporation at any annual or special meeting of stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders and may not be taken or effected by a written consent of stockholders in lieu thereof.

2. Special Meetings. Except as otherwise required by statute and subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock, special meetings of the stockholders of the Corporation may be called only by the Board of Directors acting pursuant to a resolution approved by the affirmative vote of a majority of the Directors then in office, and special meetings of stockholders may not be called by any other person or persons. Only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders of the Corporation.

ARTICLE VI

DIRECTORS

1. General. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors except as otherwise provided herein or required by law.

2. Election of Directors. Election of Directors need not be by written ballot unless the Bylaws of the Corporation (the "Bylaws") shall so provide.

3. Number of Directors; Term of Office. The number of Directors of the Corporation shall be fixed solely and exclusively by resolution duly adopted from time to time by the Board of Directors. The Directors, other than those who may be elected by the holders of any series of Undesignated Preferred Stock, shall be classified, with respect to the term for which they severally hold office, into three classes, hereby designated Class I, Class II and Class III. The Board of Directors may assign members of the Board of Directors already in office to such classes at the time such classification becomes effective. The initial Class I Directors shall serve for a term expiring at the annual meeting of stockholders to be held in 2025, the initial Class II Directors shall serve for a term expiring at the annual meeting of stockholders to be held in 2026, and the initial Class III Directors shall serve for a term expiring at the annual meeting of stockholders to be held in 2027. At each annual meeting of stockholders, Directors elected to succeed those Directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election. Notwithstanding the foregoing, the Directors elected to each class shall hold office until their successors are duly elected and qualified or until their earlier resignation, death or removal.

Notwithstanding the foregoing, whenever, pursuant to the provisions of Article IV of this Certificate, the holders of any one or more series of Undesignated Preferred Stock shall have the right, voting separately as a series or together with holders of other such series, to elect Directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of this Certificate and any certificate of designations applicable to such series.

4. Vacancies. Subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock to elect Directors and to fill vacancies in the Board of Directors relating thereto, any and all vacancies in the Board of Directors, however occurring, including, without limitation, by reason of an increase in the size of the Board of Directors, or the death, resignation, disqualification or removal of a Director, shall be filled solely and exclusively by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum of the Board of Directors, and not by the stockholders. Any Director appointed in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been duly elected and qualified or until his or her earlier resignation, death or removal. Subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock to elect Directors, when the number of Directors is increased or decreased, the Board of Directors shall, subject to Article VI.3 hereof, determine the class or classes to which the increased or decreased number of Directors shall be apportioned; provided, however, that no decrease in the number of Directors shall shorten the term of any incumbent Director. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, shall exercise the powers of the full Board of Directors until the vacancy is filled.

5. Removal. Subject to the rights, if any, of any series of Undesignated Preferred Stock to elect Directors and to remove any Director whom the holders of any such series have the right to elect, any Director (including persons elected by Directors to fill vacancies in the Board of Directors) may be removed from office (i) only with cause and (ii) only by the affirmative vote of the holders of sixty-six and two-thirds percent (66-2/3%) or more of the voting power of the outstanding shares of capital stock then entitled to vote at an election of Directors, voting together as a single class. At least forty-five (45) days prior to any annual or special meeting of stockholders at which it is proposed that any Director be removed from office, written notice of such proposed removal and the alleged grounds thereof shall be sent to the Director whose removal will be considered at the meeting.

ARTICLE VII

LIMITATION OF LIABILITY

A Director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of his or her fiduciary duty as a Director, except for liability (a) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the DGCL or (d) for any transaction from which the Director derived an improper personal benefit. If the DGCL is amended after the effective date of this Certificate to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Any amendment, repeal or modification of this Article VII by either of (i) the stockholders of the Corporation or (ii) an amendment to the DGCL, shall not adversely affect any right or protection existing at the time of such amendment, repeal or modification with respect to any acts or omissions occurring before such amendment, repeal or modification of a person serving as a Director at the time of such amendment, repeal or modification.

ARTICLE VIII

AMENDMENT OF BYLAWS

1. Amendment by Directors. Except as otherwise provided by law, the Bylaws of the Corporation may be amended or repealed by the Board of Directors by the affirmative vote of a majority of the Directors then in office.

2. Amendment by Stockholders. The Bylaws of the Corporation may be amended or repealed at any annual meeting of stockholders, or special meeting of stockholders called for such purpose, by the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the outstanding shares of capital stock entitled to vote on such amendment or repeal, voting together as a single class; provided, however, that if the Board of Directors recommends that stockholders approve such amendment or repeal at such meeting of stockholders, such amendment or repeal shall only require the affirmative vote of the majority of the outstanding shares of capital stock entitled to vote on such amendment or repeal, voting together as a single class.

ARTICLE IX

AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend or repeal this Certificate in the manner now or hereafter prescribed by statute and this Certificate, and all rights conferred upon stockholders herein are granted subject to this reservation. Whenever any vote of the holders of capital stock of the Corporation is required to amend or repeal any provision of this Certificate, and in addition to any other vote of holders of capital stock that is required by this Certificate or the Bylaws, such amendment or repeal shall require the affirmative vote of the majority of the outstanding shares of capital stock entitled to vote on such amendment or repeal, and the affirmative vote of the majority of the outstanding shares of each class entitled to vote thereon as a class, at a duly constituted meeting of stockholders called expressly for such purpose; provided, however, that the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of the voting power of the outstanding shares of capital stock entitled to vote on such amendment or repeal, and the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of the voting power of the outstanding shares of each class entitled to vote thereon as a class, shall be required to amend or repeal any provision of Article V, Article VI, Article VII, Article VIII, Article IX or Article X of this Certificate.

ARTICLE X

1. Severability. If any provision or provisions of this Certificate shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate (including, without limitation, each portion of any paragraph of this Certificate containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby and (ii) to the fullest extent permitted by applicable law, the provisions of this Certificate (including, without limitation, each such portion of any paragraph of this Certificate containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

2. Forum.

(a) Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for any state law claims for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of, or based on, a fiduciary duty owed by any current or former director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any current or former director, officer or other employee or stockholder of the Corporation arising pursuant to any provision of the DGCL or this Certificate or the Bylaws, or (iv) any action asserting a claim against the Corporation or any current or former director, officer or other employee or stockholder of the Corporation governed by the internal affairs doctrine.

(b) Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for any action asserting a claim arising under the Securities Act of 1933, as amended.

(c) Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 2.

[End of Text]

[Signature Page Follows]

In witness whereof, this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the Certificate of Incorporation of the undersigned Corporation, has been duly adopted in accordance with Sections 242 and 245 of the Delaware General Corporation Law and has been duly executed by its duly authorized officer on May 23, 2025.

Rocket Lab Corporation

By: /s/ Arjun Kampani
Arjun Kampani
President

Exhibit 3.2

AMENDED AND RESTATED

BYLAWS

OF

ROCKET LAB CORPORATION

(the "Corporation")

ARTICLE I

Stockholders

SECTION 1. Annual Meeting. The annual meeting of stockholders (any such meeting being referred to in these Bylaws as an "Annual Meeting") shall be held at the hour, date and place within or without the United States which is fixed by the Board of Directors, which time, date and place may subsequently be changed at any time by vote of the Board of Directors. If no Annual Meeting has been held for a period of thirteen (13) months after the Corporation's last Annual Meeting, a special meeting in lieu thereof may be held, and such special meeting shall have, for the purposes of these Bylaws or otherwise, all the force and effect of an Annual Meeting. Any and all references hereafter in these Bylaws to an Annual Meeting or Annual Meetings also shall be deemed to refer to any special meeting(s) in lieu thereof.

SECTION 2. Notice of Stockholder Business and Nominations.

(a) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of other business to be considered by the stockholders may be brought before an Annual Meeting (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the Corporation who was a stockholder of record at the time of giving of notice provided for in this Bylaw, who is entitled to vote at such Annual Meeting, who is present (in person or by proxy) at such Annual Meeting and who complies with the notice procedures set forth in this Bylaw as to such nomination or business. For the avoidance of doubt, the foregoing clause (ii) shall be the exclusive means for a stockholder to bring nominations or business properly before an Annual Meeting (other than matters properly brought under Rule 14a-8 (or any successor rule) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), and such stockholder must comply with the notice and other procedures set forth in Article I, Section 2(a)(2) and (3) of this Bylaw to bring such nominations or business properly before an Annual Meeting. In addition to the other requirements set forth in this Bylaw, for any proposal of business to be considered at an Annual Meeting, it must be a proper subject for action by stockholders of the Corporation under Delaware law.

(2) For nominations or other business to be properly brought before an Annual Meeting by a stockholder pursuant to clause (ii) of Article I, Section 2(a)(1) of this Bylaw, the stockholder must (i) have given Timely Notice (as defined below) thereof in writing to the Secretary of the Corporation, (ii) have provided any updates or supplements to such notice at the times and in the forms required by this Bylaw and (iii) together with the beneficial owner(s), if any, on whose behalf the nomination or business proposal is made, have acted in accordance with the representations set forth in the Solicitation Statement (as defined below) required by this Bylaw. To be timely, a stockholder's written notice shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the one-year anniversary of the preceding year's Annual Meeting; provided, however, that in the event the Annual Meeting is first convened more than thirty (30) days before or more than sixty (60) days after such anniversary date, or if no Annual Meeting were held in the preceding year, notice by the stockholder to be timely must be received by the Secretary of the Corporation not later than the close of business on the later of the ninetieth (90th) day prior to the scheduled date of such Annual Meeting or the tenth (10th) day following the day on which public announcement of the date of such Annual Meeting is first made (such notice within such time periods shall be referred to as "Timely Notice"). Notwithstanding anything to the contrary provided herein, for purposes of determining the deadlines set forth herein with respect to the 2025 Annual Meeting, the preceding year's Annual Meeting shall be deemed to have occurred on June 12, 2024. Such stockholder's Timely Notice shall set forth:

(A) as to each person whom the stockholder proposes to nominate for election or reelection as a director, (i) the name, age, business address and residence address of the nominee, (ii) the principal occupation or employment of the nominee, (iii) the class and number of shares of the Corporation that are held of record or are beneficially owned by the nominee and any derivative positions held or beneficially held by the nominee, (iv) whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of the nominee with respect to any securities of the Corporation, and a description of any other agreement, arrangement or understanding (including any short position or any borrowing or lending of shares), the effect or intent of which is to mitigate loss to, or to manage the risk or benefit of share price changes for, or to increase or decrease the voting power of the nominee, (v) a description of all arrangements or understandings between or among the stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nominations are to be made by the stockholder or concerning the nominee's potential service on the Board of Directors, (vi) a written statement executed by the nominee acknowledging that as a director of the Corporation, the nominee will owe fiduciary duties under Delaware law with respect to the Corporation and its stockholders, and (vii) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected) for the full term for which such person is standing for election;

(B) as to any other business that the stockholder proposes to bring before such Annual Meeting, a brief description of the business desired to be brought before such Annual Meeting, the reasons for conducting such business at such Annual Meeting, the text, if any, of any resolutions or Bylaw amendment proposed for adoption, and any material interest in such business of each Proposing Person (as defined below);

(C) (i) the name and address of the stockholder giving the notice, as they appear on the Corporation's books, and the names and addresses of the other Proposing Persons (if any), (ii) as to each Proposing Person, the following information: (a) the class or series and number of all shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially or of record by such Proposing Person or any of its affiliates or associates (as such terms are defined in Rule 12b-2 promulgated under the Exchange Act), including any shares of any class or series of capital stock of the Corporation as to which such Proposing Person or any of its affiliates or associates has a right to acquire beneficial ownership at any time in the future, (b) all Synthetic Equity Interests (as defined below) in which such Proposing Person or any of its affiliates or associates, directly or indirectly, holds an interest including a description of the material terms of each such Synthetic Equity Interest, including without limitation, identification of the counterparty to each such Synthetic Equity Interest and disclosure, for each such Synthetic Equity Interest, as to (x) whether or not such Synthetic Equity Interest conveys any voting rights, directly or indirectly, in such shares to such Proposing Person, (y) whether or not such Synthetic Equity Interest is required to be, or is capable of being, settled through delivery of such shares and (z) whether or not such Proposing Person and/or, to the extent known, the counterparty to such Synthetic Equity Interest has entered into other transactions that hedge or mitigate the economic effect of such Synthetic Equity Interest, (c) any proxy (other than a revocable proxy given in response to a public proxy solicitation made pursuant to, and in accordance with, the Exchange Act), agreement, arrangement, understanding or relationship pursuant to which such Proposing Person has or shares a right to, directly or indirectly, vote any shares of any class or series of capital stock of the Corporation, (d) any rights to dividends or other distributions on the shares of any class or series of capital stock of the Corporation, directly or indirectly, owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Corporation, and (e) any performance-related fees (other than an asset-based fee) that such Proposing Person, directly or indirectly, is entitled to based on any increase or decrease in the value of shares of any class or series of capital stock of the Corporation or any Synthetic Equity Interests (the disclosures to be made pursuant to the foregoing clauses (a) through (e) are referred to, collectively, as "Material Ownership Interests"), (iii) a description of the material terms of all agreements, arrangements or understandings (whether or not in writing) entered into by any Proposing Person or any of its affiliates or associates with any other person for the purpose of acquiring, holding, disposing or voting of any shares of any class or series of capital stock of the Corporation and (iv) any other information relating to such Proposing Person that would be required to be disclosed pursuant to Item 4 of Exchange Act Schedule 13D (regardless of whether the requirement to file a Schedule 13D is applicable);

(D) (i) a description of all agreements, arrangements or understandings by and among any of the Proposing Persons, or by and among any Proposing Persons and any other person (including with any proposed nominee(s)), pertaining to the nomination(s) or other business proposed to be brought before the meeting of stockholders (which description shall identify the name of each other person who is party to such an agreement, arrangement or understanding), and (ii) identification of the names and addresses of other stockholders (including beneficial owners) known by any of the Proposing Persons to support such nominations or other business proposal(s), and to the extent known the class and number of all shares of the Corporation's capital stock owned beneficially or of record by such other stockholder(s) or other beneficial owner(s); and

(E) a statement whether or not the stockholder giving the notice and/or the other Proposing Person(s), if any, will deliver a proxy statement and form of proxy to holders of, in the case of a business proposal, at least the percentage of voting power of all of the shares of capital stock of the Corporation required under applicable law to approve the proposal or, in the case of a nomination or nominations, at least the percentage of voting power of all of the shares of capital stock of the Corporation reasonably believed by such Proposing Person to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder (such statement, the "Solicitation Statement").

For purposes of this Article I of these Bylaws, the term “Proposing Person” shall mean the following persons: (i) the stockholder of record providing the notice of nominations or business proposed to be brought before an Annual Meeting, and (ii) the beneficial owner(s), if different, on whose behalf the nominations or business proposed to be brought before an Annual Meeting is made. For purposes of this Section 2 of Article I of these Bylaws, the term “Synthetic Equity Interest” shall mean any transaction, agreement or arrangement (or series of transactions, agreements or arrangements), including, without limitation, any derivative, swap, hedge, repurchase or so-called “stock borrowing” agreement or arrangement, the purpose or effect of which is to, directly or indirectly: (a) give a person or entity economic benefit and/or risk similar to ownership of shares of any class or series of capital stock of the Corporation, in whole or in part, including due to the fact that such transaction, agreement or arrangement provides, directly or indirectly, the opportunity to profit or avoid a loss from any increase or decrease in the value of any shares of any class or series of capital stock of the Corporation, (b) mitigate loss to, reduce the economic risk of or manage the risk of share price changes for, any person or entity with respect to any shares of any class or series of capital stock of the Corporation, (c) otherwise provide in any manner the opportunity to profit or avoid a loss from any decrease in the value of any shares of any class or series of capital stock of the Corporation, or (d) increase or decrease the voting power of any person or entity with respect to any shares of any class or series of capital stock of the Corporation.

(3) A stockholder providing Timely Notice of nominations or business proposed to be brought before an Annual Meeting shall further update and supplement such Timely Notice, if necessary, so that the information (including, without limitation, the Material Ownership Interests information) provided or required to be provided in such Timely Notice pursuant to this Bylaw shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to such Annual Meeting, and such update and supplement shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the fifth (5th) business day after the record date for the Annual Meeting (in the case of the update and supplement required to be made as of the record date), and not later than the close of business on the eighth (8th) business day prior to the date of the Annual Meeting (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting).

(4) Notwithstanding anything in the second sentence of Article I, Section 2(a)(2) of this Bylaw to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the Corporation at least ten (10) days before the last day a stockholder may deliver a notice of nomination in accordance with the second sentence of Article I, Section 2(a)(2), a stockholder’s notice required by this Bylaw shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be received by the Secretary of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(b) General.

(1) Only such persons who are nominated in accordance with the provisions of this Bylaw shall be eligible for election and to serve as directors and only such business shall be conducted at an Annual Meeting as shall have been brought before the meeting in accordance with the provisions of this Bylaw or in accordance with Rule 14a-8 under the Exchange Act. The Board of Directors or a designated committee thereof shall have the power to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the provisions of this Bylaw. If neither the Board of Directors nor such designated committee makes a determination as to whether any stockholder proposal or nomination was made in accordance with the provisions of this Bylaw, the presiding officer of the Annual Meeting shall have the power and duty to determine whether the stockholder proposal or nomination was made in accordance with the provisions of this Bylaw. If the Board of Directors or a designated committee thereof or the presiding officer, as applicable, determines that any stockholder proposal or nomination was not made in accordance with the provisions of this Bylaw, such proposal or nomination shall be disregarded and shall not be presented for action at the Annual Meeting.

(2) Except as otherwise required by law, nothing in this Article I, Section 2 shall obligate the Corporation or the Board of Directors to include in any proxy statement or other stockholder communication distributed on behalf of the Corporation or the Board of Directors information with respect to any nominee for director or any other matter of business submitted by a stockholder.

(3) Notwithstanding the foregoing provisions of this Article I, Section 2, if the nominating or proposing stockholder (or a qualified representative of the stockholder) does not appear at the Annual Meeting to present a nomination or any business, such nomination or business shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Article I, Section 2, to be considered a qualified representative of the proposing stockholder, a person must be authorized by a written instrument executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the Annual Meeting and such person must produce such written instrument or electronic transmission, or a reliable reproduction of the written instrument or electronic transmission, to the presiding officer at the Annual Meeting.

(4) For purposes of this Bylaw, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(5) Notwithstanding the foregoing provisions of this Bylaw, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Bylaw. Nothing in this Bylaw shall be deemed to affect any rights of (i) stockholders to have proposals included in the Corporation's proxy statement pursuant to Rule 14a-8 (or any successor rule), as applicable, under the Exchange Act and, to the extent required by such rule, have such proposals considered and voted on at an Annual Meeting or (ii) the holders of any series of Undesignated Preferred Stock (as defined in the Certificate (as defined below)) to elect directors under specified circumstances.

SECTION 3. Special Meetings. Except as otherwise required by statute and subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock, special meetings of the stockholders of the Corporation may be called only by the Board of Directors acting pursuant to a resolution approved by the affirmative vote of a majority of the Directors then in office. The Board of Directors may postpone or reschedule any previously scheduled special meeting of stockholders. Only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders of the Corporation. Nominations of persons for election to the Board of Directors of the Corporation and stockholder proposals of other business shall not be brought before a special meeting of stockholders to be considered by the stockholders unless such special meeting is held in lieu of an annual meeting of stockholders in accordance with Article I, Section 1 of these Bylaws, in which case such special meeting in lieu thereof shall be deemed an Annual Meeting for purposes of these Bylaws and the provisions of Article I, Section 2 of these Bylaws shall govern such special meeting.

SECTION 4. Notice of Meetings; Adjournments.

(a) A notice of each Annual Meeting stating the hour, date and place, if any, of such Annual Meeting and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given not less than ten (10) days nor more than sixty (60) days before the Annual Meeting, to each stockholder entitled to vote thereat by delivering such notice to such stockholder or by mailing it, postage prepaid, addressed to such stockholder at the address of such stockholder as it appears on the Corporation's stock transfer books. Without limiting the manner by which notice may otherwise be given to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law ("DGCL").

(b) Unless otherwise required by the DGCL, notice of all special meetings of stockholders shall be given in the same manner as provided for Annual Meetings, except that the notice of all special meetings shall state the purpose or purposes for which the meeting has been called.

(c) Notice of an Annual Meeting or special meeting of stockholders need not be given to a stockholder if a waiver of notice is executed, or waiver of notice by electronic transmission is provided, before or after such meeting by such stockholder or if such stockholder attends such meeting, unless such attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened.

(d) The Board of Directors may postpone and reschedule any previously scheduled Annual Meeting or special meeting of stockholders and any record date with respect thereto, regardless of whether any notice or public disclosure with respect to any such meeting has been sent or made pursuant to Section 2 of this Article I of these Bylaws or otherwise. In no event shall the public announcement of an adjournment, postponement or rescheduling of any previously scheduled meeting of stockholders commence a new time period for the giving of a stockholder's notice under this Article I of these Bylaws.

(e) When any meeting is convened, the presiding officer may adjourn the meeting if (i) no quorum is present for the transaction of business, (ii) the Board of Directors determines that adjournment is necessary or appropriate to enable the stockholders to consider fully information which the Board of Directors determines has not been made sufficiently or timely available to stockholders, or (iii) the Board of Directors determines that adjournment is otherwise in the best interests of the Corporation. When any Annual Meeting or special meeting of stockholders is adjourned to another hour, date or place, notice need not be given of the adjourned meeting other than an announcement at the meeting at which the adjournment is taken of the hour, date and place, if any, to which the meeting is adjourned and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting; provided, however, that if the adjournment is for more than thirty (30) days from the meeting date, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting shall be given to each stockholder of record entitled to vote thereat and each stockholder who, by law or under the Certificate of Incorporation of the Corporation (as the same may hereafter be amended and/or restated, the "Certificate") or these Bylaws, is entitled to such notice.

SECTION 5. Quorum. A majority of the outstanding shares entitled to vote, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders. If less than a quorum is present at a meeting, the holders of voting stock representing a majority of the voting power present at the meeting or the presiding officer may adjourn the meeting from time to time, and the meeting may be held as adjourned without further notice, except as provided in Section 4 of this Article I. At such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the original meeting. The stockholders present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

SECTION 6. Voting and Proxies. Stockholders shall have one vote for each share of stock entitled to vote owned by them of record according to the stock ledger of the Corporation as of the record date, unless otherwise provided by law or by the Certificate. Stockholders may vote either (i) in person, (ii) by written proxy or (iii) by a transmission permitted by Section 212(c) of the DGCL. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission permitted by Section 212(c) of the DGCL may be substituted for or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission. Proxies shall be filed in accordance with the procedures established for the meeting of stockholders. Except as otherwise limited therein or as otherwise provided by law, proxies authorizing a person to vote at a specific meeting shall entitle the persons authorized thereby to vote at any adjournment of such meeting, but they shall not be valid after final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by or on behalf of any one of them unless at or prior to the exercise of the proxy the Corporation receives a specific written notice to the contrary from any one of them.

SECTION 7. Action at Meeting. When a quorum is present at any meeting of stockholders, any matter before any such meeting (other than an election of a director or directors) shall be decided by a majority of the votes properly cast for and against such matter, except where a larger vote is required by law, by the Certificate or by these Bylaws. Any election of directors by stockholders shall be determined by a plurality of the votes properly cast on the election of directors.

SECTION 8. Stockholder Lists. The Secretary or an Assistant Secretary (or the Corporation's transfer agent or other person authorized by these Bylaws or by law) shall prepare and make, at least ten (10) days before every Annual Meeting or special meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for a period of at least ten (10) days prior to the meeting as provided in the manner, and subject to the terms, set forth in Section 219 of the DGCL (or any successor provision). The list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law.

SECTION 9. Presiding Officer. The Board of Directors shall designate a representative to preside over all Annual Meetings or special meetings of stockholders, provided that if the Board of Directors does not so designate such a presiding officer, then the Chairman of the Board, if one is elected, shall preside over such meetings. If the Board of Directors does not so designate such a presiding officer and there is no Chairman of the Board or the Chairman of the Board is unable to so preside or is absent, then the Chief Executive Officer, if one is elected, shall preside over such meetings, provided further that if there is no Chief Executive Officer or the Chief Executive Officer is unable to so preside or is absent, then the President shall preside over such meetings. The presiding officer at any Annual Meeting or special meeting of stockholders shall have the power, among other things, to adjourn such meeting at any time and from time to time, subject to Sections 4 and 5 of this Article I. The order of business and all other matters of procedure at any meeting of the stockholders shall be determined by the presiding officer.

SECTION 10. Inspectors of Elections. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the presiding officer shall appoint one or more inspectors to act at the meeting. Any inspector may, but need not, be an officer, employee or agent of the Corporation. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall perform such duties as are required by the DGCL, including the counting of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors. The presiding officer may review all determinations made by the inspectors, and in so doing the presiding officer shall be entitled to exercise his or her sole judgment and discretion and he or she shall not be bound by any determinations made by the inspectors. All determinations by the inspectors and, if applicable, the presiding officer, shall be subject to further review by any court of competent jurisdiction.

ARTICLE II

Directors

SECTION 1. Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors except as otherwise provided by the Certificate or required by law.

SECTION 2. Number and Terms. The number of directors of the Corporation shall be fixed solely and exclusively by resolution duly adopted from time to time by the Board of Directors. The directors shall hold office in the manner provided in the Certificate.

SECTION 3. Qualification. No director need be a stockholder of the Corporation.

SECTION 4. Vacancies. Vacancies in the Board of Directors shall be filled in the manner provided in the Certificate.

SECTION 5. Removal. Directors may be removed from office only in the manner provided in the Certificate.

SECTION 6. Resignation. A director may resign at any time by electronic transmission or by giving written notice to the Chairman of the Board, if one is elected, the President or the Secretary. A resignation shall be effective upon receipt, unless the resignation otherwise provides.

SECTION 7. Regular Meetings. The regular annual meeting of the Board of Directors shall be held, without notice other than this Section 7, on the same date and at the same place as the Annual Meeting following the close of such meeting of stockholders. Other regular meetings of the Board of Directors may be held at such hour, date and place as the Board of Directors may by resolution from time to time determine and publicize by means of reasonable notice given to any director who is not present at the meeting at which such resolution is adopted.

SECTION 8. Special Meetings. Special meetings of the Board of Directors may be called, orally or in writing, by or at the request of a majority of the directors, the Chairman of the Board, if one is elected, or the President. The person calling any such special meeting of the Board of Directors may fix the hour, date and place thereof.

SECTION 9. Notice of Meetings. Notice of the hour, date and place of all special meetings of the Board of Directors shall be given to each director by the Secretary or an Assistant Secretary, or in case of the death, absence, incapacity or refusal of such persons, by the Chairman of the Board, if one is elected, or the President or such other officer designated by the Chairman of the Board, if one is elected, or the President. Notice of any special meeting of the Board of Directors shall be given to each director in person, by telephone, or by facsimile, electronic mail or other form of electronic communication, sent to his or her business or home address, at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to his or her business or home address, at least forty-eight (48) hours in advance of the meeting. Such notice shall be deemed to be delivered when hand-delivered to such address, read to such director by telephone, deposited in the mail so addressed, with postage thereon prepaid if mailed, dispatched or transmitted if sent by facsimile transmission or by electronic mail or other form of electronic communications. A written waiver of notice signed or electronically transmitted before or after a meeting by a director and filed with the records of the meeting shall be deemed to be equivalent to notice of the meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because such meeting is not lawfully called or convened. Except as otherwise required by law, by the Certificate or by these Bylaws, neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 10. Quorum. At any meeting of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business, but if less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time, and the meeting may be held as adjourned without further notice. Any business which might have been transacted at the meeting as originally noticed may be transacted at such adjourned meeting at which a quorum is present. For purposes of this section, the total number of directors includes any unfilled vacancies on the Board of Directors.

SECTION 11. Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of the directors present shall constitute action by the Board of Directors, unless otherwise required by law, by the Certificate or by these Bylaws.

SECTION 12. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the records of the meetings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Such consent shall be treated as a resolution of the Board of Directors for all purposes.

SECTION 13. Manner of Participation. Directors may participate in meetings of the Board of Directors by means of conference telephone or other communications equipment by means of which all directors participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting for purposes of these Bylaws.

SECTION 14. Presiding Director. The Board of Directors shall designate a representative to preside over all meetings of the Board of Directors, provided that if the Board of Directors does not so designate such a presiding director or such designated presiding director is unable to so preside or is absent, then the Chairman of the Board, if one is elected, shall preside over all meetings of the Board of Directors. If both the designated presiding director, if one is so designated, and the Chairman of the Board, if one is elected, are unable to preside or are absent, the Board of Directors shall designate an alternate representative to preside over a meeting of the Board of Directors.

SECTION 15. Committees. The Board of Directors, by vote of a majority of the directors then in office, may elect one or more committees, including, without limitation, a Compensation Committee, a Nominating and Corporate Governance Committee and an Audit Committee, and may delegate thereto some or all of its powers except those which by law, by the Certificate or by these Bylaws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these Bylaws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall report its action to the Board of Directors.

SECTION 16. Compensation of Directors. Directors shall receive such compensation for their services as shall be determined by a majority of the Board of Directors, or a designated committee thereof, provided that directors who are serving the Corporation as employees and who receive compensation for their services as such, shall not receive any salary or other compensation for their services as directors of the Corporation.

ARTICLE III

Officers

SECTION 1. Enumeration. The officers of the Corporation shall consist of a President, a Treasurer, a Secretary and such other officers, including, without limitation, a Chairman of the Board of Directors, a Chief Executive Officer and one or more Vice Presidents (including Executive Vice Presidents or Senior Vice Presidents), Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries, as the Board of Directors may determine.

SECTION 2. Election. At the regular annual meeting of the Board of Directors following the Annual Meeting, the Board of Directors shall elect the President, the Treasurer and the Secretary. Other officers may be elected by the Board of Directors at such regular annual meeting of the Board of Directors or at any other regular or special meeting.

SECTION 3. Qualification. No officer need be a stockholder or a director. Any person may occupy more than one office of the Corporation at any time.

SECTION 4. Tenure. Except as otherwise provided by the Certificate or by these Bylaws, each of the officers of the Corporation shall hold office until the regular annual meeting of the Board of Directors following the next Annual Meeting and until his or her successor is elected and qualified or until his or her earlier resignation or removal.

SECTION 5. Resignation. Any officer may resign by delivering his or her written or electronically transmitted resignation to the Corporation addressed to the President or the Secretary, and such resignation shall be effective upon receipt, unless the resignation otherwise provides.

SECTION 6. Removal. Except as otherwise provided by law or by resolution of the Board of Directors, the Board of Directors may remove any officer with or without cause by the affirmative vote of a majority of the directors then in office.

SECTION 7. Absence or Disability. In the event of the absence or disability of any officer, the Board of Directors may designate another officer to act temporarily in place of such absent or disabled officer.

SECTION 8. Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors.

SECTION 9. President. The President shall, subject to the direction of the Board of Directors, have such powers and shall perform such duties as the Board of Directors may from time to time designate.

SECTION 10. Chairman of the Board. The Chairman of the Board, if one is elected, shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

SECTION 11. Chief Executive Officer. The Chief Executive Officer, if one is elected, shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

SECTION 12. Vice Presidents and Assistant Vice Presidents. Any Vice President (including any Executive Vice President or Senior Vice President) and any Assistant Vice President shall have such powers and shall perform such duties as the Board of Directors or the Chief Executive Officer may from time to time designate.

SECTION 13. Treasurer and Assistant Treasurers. The Treasurer shall, subject to the direction of the Board of Directors and except as the Board of Directors or the Chief Executive Officer may otherwise provide, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of account. The Treasurer shall have custody of all funds, securities, and valuable documents of the Corporation. He or she shall have such other duties and powers as may be designated from time to time by the Board of Directors or the Chief Executive Officer. Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors or the Chief Executive Officer may from time to time designate.

SECTION 14. Secretary and Assistant Secretaries. The Secretary shall record all the proceedings of the meetings of the stockholders and the Board of Directors (including committees of the Board of Directors) in books kept for that purpose. In his or her absence from any such meeting, a temporary secretary chosen at the meeting shall record the proceedings thereof. The Secretary shall have charge of the stock ledger (which may, however, be kept by any transfer or other agent of the Corporation). The Secretary shall have custody of the seal of the Corporation, and the Secretary, or an Assistant Secretary shall have authority to affix it to any instrument requiring it, and, when so affixed, the seal may be attested by his or her signature or that of an Assistant Secretary. The Secretary shall have such other duties and powers as may be designated from time to time by the Board of Directors or the Chief Executive Officer. In the absence of the Secretary, any Assistant Secretary may perform his or her duties and responsibilities. Any Assistant Secretary shall have such powers and perform such duties as the Board of Directors or the Chief Executive Officer may from time to time designate.

SECTION 15. Other Powers and Duties. Subject to these Bylaws and to such limitations as the Board of Directors may from time to time prescribe, the officers of the Corporation shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as from time to time may be conferred by the Board of Directors or the Chief Executive Officer.

ARTICLE IV

Capital Stock

SECTION 1. Certificates of Stock. Each stockholder shall be entitled to a certificate of the capital stock of the Corporation in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by any two authorized officers of the Corporation. The Corporation seal and the signatures by the Corporation's officers, the transfer agent or the registrar may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the time of its issue. Every certificate for shares of stock which are subject to any restriction on transfer and every certificate issued when the Corporation is authorized to issue more than one class or series of stock shall contain such legend with respect thereto as is required by law. Notwithstanding anything to the contrary provided in these Bylaws, the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares (except that the foregoing shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation), and by the approval and adoption of these Bylaws the Board of Directors has determined that all classes or series of the Corporation's stock may be uncertificated, whether upon original issuance, re-issuance, or subsequent transfer.

SECTION 2. Transfers. Subject to any restrictions on transfer and unless otherwise provided by the Board of Directors, shares of stock that are represented by a certificate may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate theretofore properly endorsed or accompanied by a written assignment or power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the Corporation or its transfer agent may reasonably require. Shares of stock that are not represented by a certificate may be transferred on the books of the Corporation by submitting to the Corporation or its transfer agent such evidence of transfer and following such other procedures as the Corporation or its transfer agent may require.

SECTION 3. Record Holders. Except as may otherwise be required by law, by the Certificate or by these Bylaws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation in accordance with the requirements of these Bylaws.

SECTION 4. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date: (a) in the case of determination of stockholders entitled to vote at any meeting of stockholders, shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting and (b) in the case of any other action, shall not be more than sixty (60) days prior to such other action. If no record date is fixed: (i) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

SECTION 5. Replacement of Certificates. In case of the alleged loss, destruction or mutilation of a certificate of stock of the Corporation, a duplicate certificate may be issued in place thereof, upon such terms as the Board of Directors may prescribe.

ARTICLE V

Indemnification

SECTION 1. Definitions. For purposes of this Article:

(a) “Corporate Status” describes the status of a person who is serving or has served (i) as a Director of the Corporation, (ii) as an Officer of the Corporation, (iii) as a Non-Officer Employee of the Corporation, or (iv) as a director, partner, trustee, officer, employee or agent of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, foundation, association, organization or other legal entity which such person is or was serving at the request of the Corporation. For purposes of this Section 1(a), a Director, Officer or Non-Officer Employee of the Corporation who is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary shall be deemed to be serving at the request of the Corporation. Notwithstanding the foregoing, “Corporate Status” shall not include the status of a person who is serving or has served as a director, officer, employee or agent of a constituent corporation absorbed in a merger or consolidation transaction with the Corporation with respect to such person’s activities prior to said transaction, unless specifically authorized by the Board of Directors or the stockholders of the Corporation;

(b) “Director” means any person who serves or has served the Corporation as a director on the Board of Directors of the Corporation;

(c) “Disinterested Director” means, with respect to each Proceeding in respect of which indemnification is sought hereunder, a Director of the Corporation who is not and was not a party to such Proceeding;

(d) “Expenses” means all attorneys’ fees, retainers, court costs, transcript costs, fees of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), travel expenses, duplicating costs, printing and binding costs, costs of preparation of demonstrative evidence and other courtroom presentation aids and devices, costs incurred in connection with document review, organization, imaging and computerization, telephone charges, postage, delivery service fees, and all other disbursements, costs or expenses of the type customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settling or otherwise participating in, a Proceeding;

(e) “Liabilities” means judgments, damages, liabilities, losses, penalties, excise taxes, fines and amounts paid in settlement;

(f) “Non-Officer Employee” means any person who serves or has served as an employee or agent of the Corporation, but who is not or was not a Director or Officer;

(g) “Officer” means any person who serves or has served the Corporation as an officer of the Corporation appointed by the Board of Directors of the Corporation;

(h) “Proceeding” means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, inquiry, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative, arbitrative or investigative; and

(i) “Subsidiary” shall mean any corporation, partnership, limited liability company, joint venture, trust or other entity of which the Corporation owns (either directly or through or together with another Subsidiary of the Corporation) either (i) a general partner, managing member or other similar interest or (ii) (A) fifty percent (50%) or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other entity, or (B) fifty percent (50%) or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other entity.

SECTION 2. Indemnification of Directors and Officers.

(a) Subject to the operation of Section 4 of this Article V of these Bylaws, each Director and Officer shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), and to the extent authorized in this Section 2.

(1) Actions, Suits and Proceedings Other than By or In the Right of the Corporation. Each Director and Officer shall be indemnified and held harmless by the Corporation against any and all Expenses and Liabilities that are incurred or paid by such Director or Officer or on such Director's or Officer's behalf in connection with any Proceeding or any claim, issue or matter therein (other than an action by or in the right of the Corporation), which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director's or Officer's Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

(2) Actions, Suits and Proceedings By or In the Right of the Corporation. Each Director and Officer shall be indemnified and held harmless by the Corporation against any and all Expenses that are incurred by such Director or Officer or on such Director's or Officer's behalf in connection with any Proceeding or any claim, issue or matter therein by or in the right of the Corporation, which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director's or Officer's Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that no indemnification shall be made under this Section 2(a)(2) in respect of any claim, issue or matter as to which such Director or Officer shall have been finally adjudged by a court of competent jurisdiction to be liable to the Corporation, unless, and only to the extent that, the Court of Chancery or another court in which such Proceeding was brought shall determine upon application that, despite adjudication of liability, but in view of all the circumstances of the case, such Director or Officer is fairly and reasonably entitled to indemnification for such Expenses that such court deems proper.

(3) Survival of Rights. The rights of indemnification provided by this Section 2 shall continue as to a Director or Officer after he or she has ceased to be a Director or Officer and shall inure to the benefit of his or her heirs, executors, administrators and personal representatives.

(4) Actions by Directors or Officers. Notwithstanding the foregoing, the Corporation shall indemnify and hold harmless any Director or Officer seeking indemnification in connection with a Proceeding initiated by such Director or Officer only if such Proceeding (including any parts of such Proceeding not initiated by such Director or Officer) was authorized in advance by the Board of Directors of the Corporation, unless such Proceeding was brought to enforce such Officer's or Director's rights to indemnification or, in the case of Directors, advancement of Expenses under these Bylaws in accordance with the provisions set forth herein.

SECTION 3. Indemnification of Non-Officer Employees. Subject to the operation of Section 4 of this Article V of these Bylaws, each Non-Officer Employee may, in the discretion of the Board of Directors of the Corporation, be indemnified by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against any or all Expenses and Liabilities that are incurred by such Non-Officer Employee or on such Non-Officer Employee's behalf in connection with any threatened, pending or completed Proceeding, or any claim, issue or matter therein, which such Non-Officer Employee is, or is threatened to be made, a party to or participant in by reason of such Non-Officer Employee's Corporate Status, if such Non-Officer Employee acted in good faith and in a manner such Non-Officer Employee reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The rights of indemnification provided by this Section 3 shall exist as to a Non-Officer Employee after he or she has ceased to be a Non-Officer Employee and shall inure to the benefit of his or her heirs, personal representatives, executors and administrators. Notwithstanding the foregoing, the Corporation may indemnify any Non-Officer Employee seeking indemnification in connection with a Proceeding initiated by such Non-Officer Employee only if such Proceeding was authorized in advance by the Board of Directors of the Corporation.

SECTION 4. Determination. Unless ordered by a court, no indemnification shall be provided pursuant to this Article V to a Director, to an Officer or to a Non-Officer Employee unless a determination shall have been made that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal Proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. Such determination shall be made by (a) a majority vote of the Disinterested Directors, even though less than a quorum of the Board of Directors, (b) a committee comprised of Disinterested Directors, such committee having been designated by a majority vote of the Disinterested Directors (even though less than a quorum), (c) if there are no such Disinterested Directors, or if a majority of Disinterested Directors so directs, by independent legal counsel in a written opinion, or (d) by the stockholders of the Corporation.

SECTION 5. Advancement of Expenses to Directors Prior to Final Disposition.

(a) The Corporation shall advance all Expenses incurred by or on behalf of any Director in connection with any Proceeding in which such Director is involved by reason of such Director's Corporate Status within thirty (30) days after the receipt by the Corporation of a written statement from such Director requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Director and shall be preceded or accompanied by an undertaking by or on behalf of such Director to repay any Expenses so advanced if it shall ultimately be determined that such Director is not entitled to be indemnified against such Expenses. Notwithstanding the foregoing, the Corporation shall advance all Expenses incurred by or on behalf of any Director seeking advancement of expenses hereunder in connection with a Proceeding initiated by such Director only if such Proceeding (including any parts of such Proceeding not initiated by such Director) was (i) authorized by the Board of Directors of the Corporation, or (ii) brought to enforce such Director's rights to indemnification or advancement of Expenses under these Bylaws.

(b) If a claim for advancement of Expenses hereunder by a Director is not paid in full by the Corporation within thirty (30) days after receipt by the Corporation of documentation of Expenses and the required undertaking, such Director may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and if successful in whole or in part, such Director shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such advancement of Expenses under this Article V shall not be a defense to an action brought by a Director for recovery of the unpaid amount of an advancement claim and shall not create a presumption that such advancement is not permissible. The burden of proving that a Director is not entitled to an advancement of expenses shall be on the Corporation.

(c) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Director has not met any applicable standard for indemnification set forth in the DGCL.

SECTION 6. Advancement of Expenses to Officers and Non-Officer Employees Prior to Final Disposition.

(a) The Corporation may, at the discretion of the Board of Directors of the Corporation, advance any or all Expenses incurred by or on behalf of any Officer or any Non-Officer Employee in connection with any Proceeding in which such person is involved by reason of his or her Corporate Status as an Officer or Non-Officer Employee upon the receipt by the Corporation of a statement or statements from such Officer or Non-Officer Employee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Officer or Non-Officer Employee and shall be preceded or accompanied by an undertaking by or on behalf of such person to repay any Expenses so advanced if it shall ultimately be determined that such Officer or Non-Officer Employee is not entitled to be indemnified against such Expenses.

(b) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Officer or Non-Officer Employee has not met any applicable standard for indemnification set forth in the DGCL.

SECTION 7. Contractual Nature of Rights.

(a) The provisions of this Article V shall be deemed to be a contract between the Corporation and each Director and Officer entitled to the benefits hereof at any time while this Article V is in effect, in consideration of such person's past or current and any future performance of services for the Corporation. Neither amendment, repeal or modification of any provision of this Article V nor the adoption of any provision of the Certificate inconsistent with this Article V shall eliminate or reduce any right conferred by this Article V in respect of any act or omission occurring, or any cause of action or claim that accrues or arises or any state of facts existing, at the time of or before such amendment, repeal, modification or adoption of an inconsistent provision (even in the case of a proceeding based on such a state of facts that is commenced after such time), and all rights to indemnification and advancement of Expenses granted herein or arising out of any act or omission shall vest at the time of the act or omission in question, regardless of when or if any proceeding with respect to such act or omission is commenced. The rights to indemnification and to advancement of expenses provided by, or granted pursuant to, this Article V shall continue notwithstanding that the person has ceased to be a Director or Officer of the Corporation and shall inure to the benefit of the estate, heirs, executors, administrators, legatees and distributes of such person.

(b) If a claim for indemnification hereunder by a Director or Officer is not paid in full by the Corporation within sixty (60) days after receipt by the Corporation of a written claim for indemnification, such Director or Officer may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, such Director or Officer shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such indemnification under this Article V shall not be a defense to an action brought by a Director or Officer for recovery of the unpaid amount of an indemnification claim and shall not create a presumption that such indemnification is not permissible. The burden of proving that a Director or Officer is not entitled to indemnification shall be on the Corporation.

(c) In any suit brought by a Director or Officer to enforce a right to indemnification hereunder, it shall be a defense that such Director or Officer has not met any applicable standard for indemnification set forth in the DGCL.

SECTION 8. Non-Exclusivity of Rights. The rights to indemnification and to advancement of Expenses set forth in this Article V shall not be exclusive of any other right which any Director, Officer, or Non-Officer Employee may have or hereafter acquire under any statute, provision of the Certificate or these Bylaws, agreement, vote of stockholders or Disinterested Directors or otherwise.

SECTION 9. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, Officer or Non-Officer Employee against any liability of any character asserted against or incurred by the Corporation or any such Director, Officer or Non-Officer Employee, or arising out of any such person's Corporate Status, whether or not the Corporation would have the power to indemnify such person against such liability under the DGCL or the provisions of this Article V.

SECTION 10. Other Indemnification. The Corporation's obligation, if any, to indemnify or provide advancement of Expenses to any person under this Article V as a result of such person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount such person may collect as indemnification or advancement of Expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or enterprise (the "Primary Indemnitor"). Any indemnification or advancement of Expenses under this Article V owed by the Corporation as a result of a person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall only be in excess of, and shall be secondary to, the indemnification or advancement of Expenses available from the applicable Primary Indemnitor(s) and any applicable insurance policies.

ARTICLE VI

Miscellaneous Provisions

SECTION 1. Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

SECTION 2. Seal. The Board of Directors shall have power to adopt and alter the seal of the Corporation.

SECTION 3. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations to be entered into by the Corporation in the ordinary course of its business without director action may be executed on behalf of the Corporation by the Chairman of the Board, if one is elected, the President or the Treasurer or any other officer, employee or agent of the Corporation as the Board of Directors or the executive committee of the Board may authorize.

SECTION 4. Voting of Securities. Unless the Board of Directors otherwise provides, the Chairman of the Board, if one is elected, the President or the Treasurer may waive notice of and act on behalf of the Corporation (including with regard to voting and actions by written consent), or appoint another person or persons to act as proxy or attorney in fact for the Corporation with or without discretionary power and/or power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, any of whose securities are held by the Corporation.

SECTION 5. Resident Agent. The Board of Directors may appoint a resident agent upon whom legal process may be served in any action or proceeding against the Corporation.

SECTION 6. Corporate Records. The original or attested copies of the Certificate, Bylaws and records of all meetings of the incorporators, stockholders and the Board of Directors and the stock transfer books, which shall contain the names of all stockholders, their record addresses and the amount of stock held by each, may be kept outside the State of Delaware and shall be kept at the principal office of the Corporation, at an office of its counsel, at an office of its transfer agent or at such other place or places as may be designated from time to time by the Board of Directors.

SECTION 7. Certificate. All references in these Bylaws to the Certificate shall be deemed to refer to the Amended and Restated Certificate of Incorporation of the Corporation, as amended and/or restated and in effect from time to time.

SECTION 8. Amendment of Bylaws.

(a) Amendment by Directors. Except as provided otherwise by law, these Bylaws may be amended or repealed by the Board of Directors by the affirmative vote of a majority of the directors then in office.

(b) Amendment by Stockholders. These Bylaws may be amended or repealed at any Annual Meeting, or special meeting of stockholders called for such purpose in accordance with these Bylaws, by the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding shares entitled to vote on such amendment or repeal, voting together as a single class; provided, however, that if the Board of Directors recommends that stockholders approve such amendment or repeal at such meeting of stockholders, such amendment or repeal shall only require the affirmative vote of the majority of the outstanding shares entitled to vote on such amendment or repeal, voting together as a single class. Notwithstanding the foregoing, stockholder approval shall not be required unless mandated by the Certificate, these Bylaws, or other applicable law.

SECTION 9. Notices. If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

SECTION 10. Waivers. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business to be transacted at, nor the purpose of, any meeting need be specified in such a waiver.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name as of the date set forth above.

/s/ Arjun Kampani

Arjun Kampani, Secretary

SIGNATURE PAGE TO CERTIFICATE OF SECRETARY OF ROCKET LAB CORPORATION FOR A&R BYLAWS

Exhibit 3.3

ROCKET LAB CORPORATION

CERTIFICATE OF DESIGNATION
OF
SERIES A CONVERTIBLE PARTICIPATING PREFERRED STOCK

PURSUANT TO SECTION 151 OF THE
DELAWARE GENERAL CORPORATION LAW

Rocket Lab Corporation, a Delaware corporation (the "Corporation"), hereby certifies that the following resolutions were duly adopted by the Board of Directors of the Corporation (the "Board") on May 21, 2025 in accordance with its Bylaws and under authority conferred upon the Board by the provisions of the Amended and Restated Certificate of Incorporation of the Corporation:

WHEREAS, the Amended and Restated Certificate of Incorporation of the Corporation provides for a class of its authorized stock known as preferred stock, consisting of 100,000,000 shares, $0.0001 par value per share, issuable from time to time in one or more series;

WHEREAS, pursuant to the Amended and Restated Certificate of Incorporation of the Corporation, the Board is authorized to fix the designations, powers, including voting powers, full or limited, or no voting powers, preferences and the relative, participating, optional or other special rights of the shares of each series of preferred stock and any qualifications, limitations and restrictions thereof; and

WHEREAS, it is the desire of the Board to fix the rights, preferences, restrictions and other matters relating to a new series of the preferred stock, which shall consist of 50,951,250 shares of the preferred stock which the Corporation has the authority to issue, as follows:

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the authority set forth in Article IV.B of the Amended and Restated Certificate of Incorporation of the Corporation, the Board hereby fixes the designations, powers, preferences, and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof, of a series of the preferred stock as follows:

TERMS OF SERIES A PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act of 1933, as amended.

"Alternate Consideration" shall have the meaning set forth in Section 7(e).

"Automatic Conversion Event" shall have the meaning set forth in Section 6(b).

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

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

"Common Stock" means the Corporation's common stock, par value $0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Corporation or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Conversion Rate" means, for each share of Series A Preferred Stock, one fully paid and non-assessable share of Common Stock, subject to adjustment as set forth herein.

"Conversion Shares" means, collectively, the shares of fully paid and non-assessable Common Stock issuable upon conversion of the shares of Series A Preferred Stock in accordance with the terms hereof.

"DTC" shall have the meaning set forth in Section 6(c).

"DWAC Delivery" shall have the meaning set forth in Section 6(c).

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Exchange Agreement" means that certain Exchange Agreement entered into on or about December 3, 2024, between Rocket Lab USA, Inc. and the Holder party thereto, as amended, modified or supplemented from time to time in accordance with its terms.

"Fundamental Transaction" shall have the meaning set forth in Section 7(e).

"Holder" shall mean a holder of the Series A Preferred Stock.

"Immediate Family Member" means the spouse, parents, lineal descendants, siblings and lineal descendants of siblings of a natural person.

"Liquidation" shall have the meaning set forth in Section 5.

"Minimum Beneficial Ownership" means that the number of outstanding shares of Series A Preferred Stock represent at least 5% or more of the beneficial ownership (calculated in accordance with Rule 13d-3 under the Exchange Act and the rules, regulations and interpretations of the Commission thereunder, and considering all holders of Series A Preferred Stock at such time as a single holder for such purpose) of the Corporation's outstanding Common Stock.

"Optional Conversion" shall have the meaning set forth in Section 6(a).

"Permitted Transfer" shall mean any Transfer of a share of Series A Preferred Stock to a Permitted Transferee.

"Permitted Transferee" shall mean (i) Peter Beck or Peter Beck's spouse or lineal descendant; (ii) any bona fide trust or similar estate planning entity where (x) each trustee, custodian or similar person making investment decisions, is Peter Beck, any Immediate Family Member of Peter Beck, or a professional in the business of providing trustee services, including private professional fiduciaries, trust companies and bank trust departments and (y) the beneficiaries of such trust or other entity is Peter Beck and/or any Immediate Family Member of Peter Beck or (iii) any limited liability company or other Person established by Peter Beck for tax planning or similar purposes; provided, in the case of each of clauses (i), (ii) and (iii), that Peter Beck maintains Voting Control over the shares of Series A Preferred Stock held by such trust or other Person.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Purchase Rights" shall have the meaning set forth in Section 7(c).

"Series A Liquidation Preference" shall have the meaning set forth in Section 5.

"Series A Preferred Stock" shall have the meaning set forth in Section 2.

"Series A Preferred Stock Director" shall have the meaning set forth in Section 4(b).

"Subsidiary" means any direct or indirect subsidiary of the Corporation formed or acquired before or after the date of the Exchange Agreement.

"Successor Entity" shall have the meaning set forth in Section 7(e).

"Trading Day" means a day on which the principal Trading Market is open for business.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the NYSE American, an OTC market place or the OTC Markets (or any successors to any of the foregoing).

"Transaction Documents" means the Exchange Agreement, this Certificate of Designation and all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder and thereunder.

"Transfer" of a share of Series A Preferred Stock shall mean, directly or indirectly, any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law (including by merger, consolidation or otherwise), including, without limitation, a transfer of a share of Series A Preferred Stock to a broker or other nominee (regardless of whether there is a corresponding change in beneficial ownership), or the transfer of, or entering into a binding agreement with respect to, Voting Control over such share by proxy or otherwise. A "Transfer" shall also be deemed to have occurred with respect to a share of Series A Preferred Stock beneficially held by an entity that is a Permitted Transferee, if there occurs any act or circumstance that causes such entity to no longer be a Permitted Transferee. Notwithstanding the foregoing, the following shall not be considered a "Transfer": (a) the granting of a revocable proxy to officers or directors of the Corporation at the request of the Board in connection with actions to be taken at an annual or special meeting of stockholders or in connection with any action by written consent of the stockholders solicited by the Board (if action by written consent of stockholders is not prohibited at such time under the Corporation's Amended and Restated Certificate of Incorporation); (b) entering into a voting trust, agreement or arrangement (with or without granting a proxy) solely with stockholders who are holders of Series A Preferred Stock, which voting trust, agreement or arrangement (i) is disclosed either in a Schedule 13D filed with the Commission or in writing to the Secretary of the Corporation, (ii) either has a term not exceeding one year or is terminable by the holder of the shares subject thereto at any time and (iii) does not involve any payment of cash, securities, property or other consideration to the holder of the shares subject thereto other than the mutual promise to vote shares in a designated manner; (c) the pledge of shares of Series A Preferred Stock by a Holder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction for so long as such Holder continues to exercise Voting Control over such pledged shares; provided, however, that a foreclosure on such shares or other similar action by the pledgee shall constitute a "Transfer" unless such foreclosure or similar action qualifies as a "Permitted Transfer" at such time; (d) any change in the trustees or the person or persons and/or entity or entities having or exercising Voting Control over shares of Series A Preferred Stock of a Permitted Transferee provided that following such change such Permitted Transferee continues to be a Permitted Transferee; or (e) entering into a support or similar voting agreement (with or without granting a proxy) in connection with (i) any sale of all or substantially all of the assets of the Corporation, or (ii) any merger or consolidation of the Corporation with or into another corporation or other entity or person, directly or indirectly, whereby more than 50% of the direct or indirect Voting Control of the Common Stock is or will be acquired by such other corporation, entity, person or group of persons.

"Transfer Agent" means Continental Stock Transfer & Trust Corporation, the current transfer agent for the Common Stock, and any successor transfer agent of the Corporation.

"Voting Control" means, with respect to a share of Common Stock or Series A Preferred Stock, the power (whether exclusive or shared) to vote or direct the voting of such share by proxy, voting agreement or otherwise. Notwithstanding the foregoing, the following shall not be considered a loss or other diminishment of "Voting Control": (a) the granting of a revocable proxy to officers or directors of the Corporation at the request of the Board in connection with actions to be taken at an annual or special meeting of stockholders or in connection with any action by written consent of the stockholders solicited by the Board (if action by written consent of stockholders is not prohibited at such time under the Corporation's Amended and Restated Certificate of Incorporation); (b) entering into a voting trust, agreement or arrangement (with or without granting a proxy) solely with stockholders who are holders of Series A Preferred Stock, which voting trust, agreement or arrangement (i) is disclosed either in a Schedule 13D filed with the Commission or in writing to the Secretary of the Corporation, (ii) either has a term not exceeding one year or is terminable by the holder of the shares subject thereto at any time and (iii) does not involve any payment of cash, securities, property or other consideration to the holder of the shares subject thereto other than the mutual promise to vote shares in a designated manner; (c) the pledge of shares of Series A Preferred Stock by a Holder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction for so long as such Holder continues to exercise Voting Control over such pledged shares; provided, however, that a foreclosure on such shares or other similar action by the pledgee shall constitute a loss of "Voting Control" at such time; (d) any change in the trustees or the person or persons and/or entity or entities having or exercising Voting Control over shares of Series A Preferred Stock of a Permitted Transferee provided that following such change such Permitted Transferee continues to be a Permitted Transferee; or (e) entering into a support or similar voting agreement (with or without granting a proxy) in connection with (i) any sale of all or substantially all of the assets of the Corporation, or (ii) any merger or consolidation of the Corporation with or into another corporation or other entity or person, directly or indirectly, whereby more than 50% of the direct or indirect Voting Control of the Common Stock is or will be acquired by such other corporation, entity, person or group of persons.

Section 2. Designation, Amount and Par Value. The series of preferred stock of the Corporation authorized by this Certificate of Designation shall be designated as the Series A Convertible Participating Preferred Stock (the "Series A Preferred Stock") and the number of shares so designated shall be 50,951,250. Each share of Series A Preferred Stock shall have a par value of $0.0001 per share. With respect to payments of dividends and payments or distributions in connection with the liquidation, dissolution or winding up of the Corporation, the Series A Preferred Stock shall rank junior to all classes and series of capital stock of the Corporation other than Common Stock, except as otherwise expressly provided in the terms of such classes or series of stock hereafter authorized.

Section 3. Participating Dividends. Holders shall be entitled to receive, and the Corporation shall pay, dividends on shares of Series A Preferred Stock equal (on an as-if-converted-to-Common-Stock basis) to and in the same form and at the same time as dividends declared and paid on the outstanding shares of Common Stock when, as and if such dividends (other than dividends in the form of Common Stock) are declared and paid on shares of the Common Stock; *provided*, *however*, that (i) dividends or other distributions payable in shares of Common Stock or rights to acquire shares of Common Stock may be declared and paid to the holders of Common Stock without the same dividend or distribution being declared and paid to the holders of the Series A Preferred Stock if, and only if, a dividend payable in shares of Series A Preferred Stock, or rights to acquire shares of Series A Preferred Stock, are declared and paid to the holders of Series A Preferred Stock at the same as-converted rate and with the same record date and payment date and (ii) dividends or other distributions payable in shares of Series A Preferred Stock or rights to acquire shares of Series A Preferred Stock may be declared and paid to the holders of Series A Preferred Stock without the same dividend or distribution being declared and paid to the holders of the Common Stock if, and only if, a dividend payable in shares of Common Stock or rights to acquire shares of Common Stock are declared and paid to the holders of Common Stock at the same rate and with the same record date and payment date; and *provided*, *further*, that nothing in the foregoing shall prevent the Corporation from declaring and paying dividends or other distributions payable in shares of Common Stock or rights to acquire shares of Common Stock to holders of each of the Common Stock and the Series A Preferred Stock on an as-converted to Common Stock pro rata basis. If the conversion date for any shares of Series A Preferred Stock is after the close of business on a record date but prior to the corresponding payment date for such dividend or distribution, the Holder of such shares as of such record date shall be entitled to receive such dividend or distribution, notwithstanding the conversion of such shares prior to the applicable payment date.

Section 4. Voting Rights.

(a) Generally. The Series A Preferred Stock shall have the right to vote on all matters submitted for a vote of the holders of the Common Stock of the Corporation, voting together as a single class with the Common Stock (and any other classes and series of stock voting together with the Common Stock as one class then entitled to vote). Each Holder shall be entitled to cast a number of votes per share equal to the number of shares of Common Stock into which a share of Series A Preferred Stock is convertible as of the record date fixed to determine the stockholders entitled to vote or express consent with respect to such matter. Holders of Series A Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. In addition to any other vote required by law or under this Certificate of Designation, for so long as any shares of Series A Preferred Stock are then outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation, domestication, entity transfer, continuance, recapitalization, reclassification, waiver, statutory entity conversion, or otherwise, effect any of the following without the affirmative vote of the Holders of a majority of the then outstanding shares of Series A Preferred Stock (voting as a separate class) and any such act or transaction that has not been approved by such vote prior to such act or transaction being effected shall be null and void *ab initio*, and of no force or effect: (i) alter, amend or repeal any provision of the Amended and Restated Certificate of Incorporation of the Corporation (other than, for the avoidance of doubt, this Certificate of Designation) if it would alter or change the powers, preferences or special rights of the Series A Preferred Stock so as to affect them adversely; (ii) alter, amend or repeal this Certificate of Designation; or (iii) increase the authorized number of shares of Series A Preferred Stock or authorize the issuance of additional shares of Series A Preferred Stock.

(b) Director Designation Right.

i. So long as any shares of Series A Preferred Stock are outstanding, the holders of Series A Preferred Stock, voting exclusively and as a separate class, shall be entitled to designate and elect one (1) individual to serve on the Board as a director of the Corporation (each, a "Series A Preferred Stock Director"), subject to adjustment as provided herein. The initial Series A Preferred Stock Director shall be Peter Beck and, immediately following the filing of this Certificate of Designation, the Board shall take all action reasonable and necessary to appoint the Series A Preferred Stock Director to the Board.

ii. In the event the Board increases its size to more than 10 authorized directorships, the Holders shall be entitled to designate and elect, voting exclusively and as a separate class, one or more additional Series A Preferred Stock Directors to ensure that, so long as any shares of Series A Preferred Stock are then outstanding, the total number of Series A Preferred Stock Directors constitutes Ten Percent (10%) of the total number of authorized directorships, rounded up to the nearest whole number.

iii. Peter Beck shall serve an initial term as a Series A Preferred Stock Director that expires at the Corporation's annual meeting of stockholders in 2027. Additional Series A Preferred Stock Directors designated pursuant to paragraph (ii) of this Section 4 shall serve for an initial term fixed by the Board (or, if the Board is not then divided into three classes, for a term expiring at the next annual meeting of stockholders). After the initial term of a Series A Preferred Stock Director has expired, his or her successor shall be elected for a term expiring at the third annual meeting following his or her election (or for a term expiring at the next annual meeting of stockholders following his or election if the Board is not then divided into three classes at the time of the Series A Preferred Stock Director's election), unless such term expires sooner in accordance with paragraph (x) of this Section 4.

iv. A Series A Preferred Stock Director (other than an initial director or a director appointed under paragraph (v) of this Section 4) shall be elected by the affirmative vote (or, if not prohibited by the Amended and Restated Certificate of Incorporation of the Corporation, the consent) of the holders of at least a majority of the shares of Series A Preferred Stock then outstanding.

v. Notwithstanding the expiration of his or her term, a Series A Preferred Stock Director shall serve until the earlier of: (x) his or her successor being elected and qualified, (y) his or her earlier death, disability, retirement, resignation or removal or (z) at such time as the size of the Board is automatically reduced in accordance with this Section 4.

vi. A vacancy caused by the death, disability, retirement, resignation, removal or other cause of a Series A Preferred Stock Director, or a new directorship created pursuant to paragraph (ii) of this Section 4, shall be filled by the holders of a majority of the Series A Preferred Stock voting exclusively and as a separate class or by the remaining Series A Preferred Stock Director(s) then in office; provided that for administrative convenience, the Board may appoint Peter Beck as the initial Series A Preferred Stock Director in accordance with the last sentence of paragraph (i) of this Section 4. If the only Series A Preferred Stock Director then serving on the Board resigns effective at a future time, he or she may designate his or her successor to fill the vacancy created by such resignation.

vii. Except with respect to any one or more qualifications set forth in this paragraph waived by the Board, to be eligible for election as a Series A Preferred Stock Director a nominee (other than Peter Beck) must: (A) satisfy all requirements regarding service as a director of the Corporation under applicable law and regulation (including the applicable rules of The Nasdaq Stock Market or any other national securities exchange on which the Common Stock is then listed) and the Bylaws of the Corporation as then in effect; (B) be a Person who is not an Immediate Family Member of Peter Beck or any Holder; (C) be independent of each Holder; and (D) have served on the board of directors of at least one publicly traded corporation, in the United States or elsewhere, within the last five years, or is otherwise well qualified in the reasonable judgement of the Board.

viii. So long as any shares of Series A Preferred Stock are then outstanding, any Series A Preferred Stock Director may be removed at any time as a director on the Board (without cause) upon, and only upon, the affirmative vote of the holders of at least a majority of the outstanding shares of the Series A Preferred Stock, voting exclusively and as a separate class (or, if not prohibited by the Amended and Restated Certificate of Incorporation of the Corporation, by written consent).

ix. If a Holder intends to nominate or appoint a candidate other than Peter Beck for election as a Series A Preferred Stock Director, such Holder and his or her nominee shall comply with the requirements of the Bylaws of the Corporation applicable to persons nominated for election by stockholders, unless the nominee is approved by the Board; provided that such Holder and such nominee need not comply with the deadlines forth in the Bylaws of the Corporation applicable to the nomination of director candidates for election to the Board.

x. Notwithstanding the preceding provisions of this Section 4, at the first annual meeting of stockholders of the Corporation held after such time as there are no shares of Series A Preferred Stock outstanding, the director designation and election rights set forth in this Section 4 shall terminate. The term(s) of each Series A Preferred Stock Director shall expire immediately prior to the election of directors at such annual meeting of stockholders, and the size of the Board shall automatically be reduced by the number of Series A Preferred Stock Directors serving on the Board immediately prior to such election of directors.

xi. So long at the holders of Series A Preferred Stock shall be entitled to elect one or more Series A Preferred Stock Directors and the taking of action by written consent is prohibited by the Amended and Restated Certificate of Incorporation of the Corporation, the holders of a majority of the outstanding shares of Series A Preferred Stock shall have the right to call a special meeting of the holders of the Series A Preferred Stock to effectuate the election (including in connection with the filling of any vacancy or newly created directorship for a Series A Preferred Stock Director) or removal of a Series A Preferred Stock Director.

Section 5. Liquidation. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), after the satisfaction in full of the debts of the Corporation and the payment of any liquidation preference owed to the holders of shares of capital stock of the Corporation ranking senior to the Series A Preferred Stock upon liquidation, the Holders of the Series A Preferred Stock shall be entitled to receive an amount equal to $0.0001 per share of Series A Preferred Stock (the "Series A Liquidation Preference"). Following the payment of the full amount of the Series A Liquidation Preference in respect of all outstanding shares of Series A Preferred Stock, holders of Series A Preferred Stock shall participate *pari passu* with the holders of the Common Stock (on an as-if-converted-to-Common-Stock basis without regard to any limitation in Section 6 on the conversion of this Series A Preferred Stock) in the net assets of the Corporation. The Corporation shall mail written notice of any such Liquidation to each Holder. For purposes of this Section 5, the sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the property and assets of the Corporation shall not be deemed a voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation, nor shall the merger, consolidation, statutory exchange or any other business combination transaction of the Corporation into or with any other person or the merger, consolidation, statutory exchange or any other business combination transaction of any other person into or with the Corporation be deemed to be a voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation.

Section 6. Conversion.

a) Optional Conversion. Each share of Series A Preferred Stock is convertible into Conversion Shares at any time at the option of the Holder into a number of fully paid and non-assessable shares of Common Stock equal to the Conversion Rate by delivery of written notice thereof to the Corporation as set forth in Section 8(a) (an "Optional Conversion"). Optional Conversion shall apply to all or any portion of the Series A Preferred Stock. Such written notice shall state therein the number of shares of Series A Preferred Stock being converted and the name or names in which the Conversion Shares are to be registered. Before any Holder shall be entitled to convert shares of Series Preferred Stock into Conversion Shares pursuant to this Section 6(a), the Holder shall surrender any certificates representing such shares of Series A Preferred Stock (if any) at the office of the Corporation or the Transfer Agent.

b) Automatic Conversion. Each share of Series A Preferred Stock will automatically convert into a number of fully paid and non-assessable shares of Common Stock equal to the Conversion Rate, upon the earliest to occur of (a) a Transfer, other than a Permitted Transfer, of such share; (b) the first date on which Peter Beck shall no longer serve as (i) the Chief Executive Officer of the Corporation or (ii) such other "executive officer" (as defined in Rule 3b-7 under the Exchange Act) position of the Corporation as approved by the Board; (c) the death or permanent disability of Peter Beck; or (d) the first date on which the outstanding shares of Series A Preferred Stock no longer represent the Minimum Beneficial Ownership (each, an "Automatic Conversion Event"). Upon the occurrence of such Automatic Conversion Event, the Holder shall promptly surrender any certificates representing such shares (if any) at the office of the Corporation or the Transfer Agent. On the date such Automatic Conversion Event takes place, the outstanding shares of Series A Preferred Stock shall be converted automatically without any further action by the Holder and whether or not any certificates representing such shares are surrendered to the Corporation or the Transfer Agent.

c) Mechanics of Conversion

i. In the case of converting shares of Series A Preferred Stock then held in certificated form, the Corporation shall not be obligated to issue certificates evidencing the applicable Conversion Shares unless either (i) the certificates evidencing such shares of Series A Preferred Stock are delivered to the Corporation or the Transfer Agent or (ii) the Holder notifies the Corporation or the Transfer Agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the Optional Conversion or Automatic Conversion Event, each Holder shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that any certificates representing such shares of Series A Preferred Stock shall not have been surrendered at the office of the Corporation or that any such certificates evidencing such Conversion Shares shall not then be actually delivered to such Holder. Provided the Transfer Agent is participating in the Depository Trust Corporation ("DTC") Fast Automated Securities Transfer program (and subject to Section 6(e)(i)), and subject further to any restrictive legend or stop order maintained on such shares of Series A Preferred Stock, the Holder may provide written request to the Corporation that the applicable Conversion Shares be credited to the account of the Holder's prime broker with DTC through its Deposit Withdrawal Agent Commission system (a "DWAC Delivery"). From and after an Optional Conversion or Automatic Conversion Event, the applicable shares of Series A Preferred Stock shall thereafter represent only the right to receive the Conversion Shares pursuant to the terms of this Certificate of Designation, with no further rights as holders of preferred stock of the Corporation or under this Certificate of Designation, including without limitation the director designation rights in Section 4 hereof.

ii. Delivery of Book-Entry Statement. Promptly after the date of an Optional Conversion or an Automatic Conversion Event, as the case may be, the Corporation shall (A) deliver, or cause to be delivered, to the converting Holder a book-entry statement evidencing the number of Conversion Shares being acquired upon the Optional Conversion or Automatic Conversion Event (or, subject to Section 6(b) or 6(c), as applicable, a stock certificate representing such Conversion Shares upon request of the Holder), or (B) in the case of an election for DWAC Delivery approved by the Corporation, electronically transfer such Conversion Shares by crediting the account of the Holder's prime broker with DTC through its DWAC system.

iii. Reservation of Shares Issuable Upon Conversion. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued shares or treasury shares of Common Stock for the sole purpose of issuance upon conversion of the Series A Preferred Stock as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder (and the other holders of the Series A Preferred Stock), not less than such aggregate number of shares of the Common Stock as shall be issuable (taking into account the adjustments and restrictions of Section 7) upon the conversion of the then outstanding shares of Series A Preferred Stock. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable.

iv. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of the Series A Preferred Stock. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Corporation shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the closing price of the Common Stock on the securities exchange on which the Common Stock is then listed on the Trading Day immediately preceding the applicable conversion date, or round up to the next whole share.

v.Transfer Taxes and Expenses. The issuance of certificates for shares of the Common Stock on conversion of this Series A Preferred Stock shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holders of such shares of Series A Preferred Stock and the Corporation shall not be required to issue or deliver such certificates unless or until the Person or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

Section 7. Certain Adjustments.

a) Stock Dividends. If the Corporation, at any time while this Series A Preferred Stock is outstanding pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any other Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of, or payment of a dividend on, this Series A Preferred Stock) to all or substantially all holders of Common Stock or Common Stock Equivalents and with respect to which a dividend has not been paid to the Holders in accordance with Section 3, then the Conversion Rate shall be adjusted such that the number of Conversion Shares issuable following such event shall be equal to the number of Conversion Shares issuable prior to such event multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately after such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately before such event. Any adjustment made pursuant to this Section 7(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution.

b) Stock Splits and Combinations. If the Corporation in any manner subdivides or combines the outstanding shares of Series A Preferred Stock or Common Stock, then the outstanding shares of all Common Stock and Series A Preferred Stock will be subdivided or combined in the same proportion and manner. Any adjustment made pursuant to this Section 7(b) shall become effective immediately after the effectiveness of such subdivision or combination.

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 7(a) and Section 7(b) above, if at any time the Corporation grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to all or substantially all of the record holders of any class of shares of Common Stock (the "Purchase Rights"), then a Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of such Holder's Series A Preferred Stock (without regard to any limitations on exercise hereof) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

d) Pro Rata Distributions. During such time as this Series A Preferred Stock is outstanding, if the Corporation declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to all or substantially all holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Series A Preferred Stock, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Series A Preferred Stock (without regard to any limitations on conversion hereof) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution.

e) Fundamental Transaction. In the event the Corporation is a party to any of the following transactions or series of related transactions (each a "Fundamental Transaction") while any shares of Series A Preferred Stock are outstanding: (i) a merger or consolidation of the Corporation with or into another Person, (ii) the sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of the assets of the Corporation (considered on a consolidated basis with its Subsidiaries), (iii) a completed purchase offer, tender offer or exchange offer (whether by the Corporation or another Person) pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and that has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange, or (v) a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination); in each case, as a result of which the Common Stock (but not the Preferred Stock) is converted into, or exchanged for, other securities, indebtedness or any other property (including cash or any combination of the foregoing), then, upon any subsequent conversion of the Series A Preferred Stock, the Holder shall have the right to receive, in lieu of each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 6 on the conversion of this Series A Preferred Stock), the number of shares of Common Stock of the successor or acquiring corporation or of the Corporation, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Series A Preferred Stock is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 6 on the conversion of this Series A Preferred Stock). For purposes of any such conversion, the determination of the number of shares issuable shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental

Transaction, and the Corporation shall apportion the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Series A Preferred Stock following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Corporation or surviving entity in such Fundamental Transaction shall file a new Certificate of Designation with the same terms and conditions and issue to the Holders new preferred stock consistent with the foregoing provisions and evidencing the Holders' right to convert such preferred stock into Alternate Consideration. The Corporation shall cause any successor entity in a Fundamental Transaction in which the Corporation is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Corporation under this Certificate of Designation and the other Transaction Documents in accordance with the provisions of this Section 7(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (such approval not to be unreasonably withheld, conditioned or delayed) prior to such Fundamental Transaction and shall, at the option of the holder of this Series A Preferred Stock, deliver to the Holder in exchange for this Series A Preferred Stock a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Series A Preferred Stock which is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Series A Preferred Stock (without regard to any limitations on the conversion of this Series A Preferred Stock) prior to such Fundamental Transaction, and with a conversion rate which applies the Conversion Rate hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion rate being for the purpose of protecting the economic value of this Series A Preferred Stock immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Certificate of Designation and the other Transaction Documents referring to the "Corporation" shall refer instead to the Successor Entity), and may exercise every right and power of the Corporation and shall assume all of the obligations of the Corporation under this Certificate of Designation and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Corporation herein.

f) Calculations. All calculations under this Section 7 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 7, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall exclude any treasury shares of the Corporation.

Section 8. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder shall be in writing and delivered personally, by email, by facsimile, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at 3881 McGowen Street, Long Beach, California 90808, Attention: Corporate Secretary, or such other address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 8. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by email, by facsimile, or sent by a nationally recognized overnight courier service addressed to each Holder at the email address, facsimile number or address of such Holder appearing on the books of the Corporation, or if no such email address, facsimile number or address appears on the books of the Corporation, at the principal place of business of such Holder, as set forth in the Exchange Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via email to the email address set forth on the books of the Corporation, (ii) the date of transmission, if such notice or communication is delivered via facsimile to the facsimile number set forth on the books of the Corporation prior to 5:30 p.m. (New York City time) on any date, (iii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile to the facsimile number set forth on the books of the Corporation on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iv) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (v) upon actual receipt by the party to whom such notice is required to be given.

b) Book-Entry; Certificates. The Series A Preferred Stock will be issued in book-entry form; provided that, if a Holder requests that such Holder's shares of Series A Preferred Stock be issued in certificated form, the Corporation shall instead cause the Corporation's transfer agent to issue a stock certificate to such Holder representing such Holder's shares of Series A Preferred Stock.

c) Lost or Mutilated Series A Preferred Stock Certificate. If a Holder's Series A Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series A Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in Court of Chancery of the State of Delaware. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such Delaware Chancery Courts, or such Delaware Chancery Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If any party shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

e) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

f) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

h) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

i) Redemption. The Series A Preferred Stock is not redeemable.

j) No Fractional Shares. The Series A Preferred Stock shall be issuable only in whole shares.

k) No Reissuance. Shares of Series A Preferred Stock that are converted, exchanged, purchased or otherwise acquired by the Corporation shall be retired and shall not be reissued as Series A Preferred Stock. Following the taking of any action required by applicable law, such shares shall be restored to the status of authorized and unissued shares of preferred stock of the Corporation and may be reissued as part of another series of the preferred stock of the Corporation.

l) Other Rights Disclaimed. The shares of Series A Preferred Stock have no voting powers, preferences, or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Amended and Restated Certificate of Incorporation of the Corporation.

****

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Designation to be signed by its duly authorized officer on this 23rd day of May, 2025.

ROCKET LAB CORPORATION

By:

/s/ Arjun Kampani
Name: Arjun Kampani
Title: Senior Vice President, General Counsel and Secretary

Exhibit 3.4

CERTIFICATE OF MERGER

OF

ROCKET LAB MERGER SUB, INC.,

WITH AND INTO

ROCKET LAB USA, INC.

Pursuant to Section 251 of the General Corporation Law of the State of Delaware ("DGCL"), the undersigned corporation hereby certifies that:

FIRST: The name and state of incorporation of each of the constituent corporations to the merger are as follows:

Name	State of Incorporation
Rocket Lab USA, Inc.	Delaware
Rocket Lab Merger Sub, Inc.	Delaware

SECOND: The Agreement and Plan of Merger, dated as of May 23, 2025 (the "Merger Agreement"), by and among Rocket Lab USA, Inc., Rocket Lab Corporation, and Rocket Lab Merger Sub, Inc., has been approved, adopted, executed, and acknowledged by each of the constituent corporations in accordance with Section 251 of the DGCL (and, with respect to Rocket Lab Merger Sub, Inc., by the written consent of its sole stockholder in accordance with Section 228 of the DGCL).

THIRD: The name of the surviving corporation is Rocket Lab USA, Inc.

FOURTH: The certificate of incorporation of the surviving corporation as in effect immediately prior to the merger shall be amended and restated in its entirety at the effective time of the merger as set forth in ANNEX A attached hereto and, as so amended and restated, shall be the certificate of incorporation of the surviving corporation until thereafter amended as provided therein or by applicable law.

FIFTH: The executed Merger Agreement is on file at an office of the surviving corporation, the address of which is as follows:

3881 McGowen Street
Long Beach, California

SIXTH: A copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: This Certificate of Merger shall become effective immediately upon the filing of this Certificate of Merger with the Office of the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, this Certificate of Merger has been executed by its duly authorized officer on the 23rd day of May, 2025.

ROCKET LAB USA, INC.

By: /s/ Adam Spice
Name: Adam Spice
Title: Chief Financial Officer

ANNEX A

Surviving Company Certificate of Incorporation

Exhibit 4.1

DESCRIPTION OF ROCKET LAB CORPORATION'S SECURITIES

REGISTERED PURSUANT TO SECTION 12 OF THE

SECURITIES EXCHANGE ACT OF 1934

As of December 31, 2024, Rocket Lab Corporation had one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): common stock, $0.0001 par value per share ("common stock").

Unless the context otherwise requires, all references to "we", "us", the "Company", or "Rocket Lab" in this Exhibit 4.1 refer to Rocket Lab Corporation.

Authorized Capital Stock

The Company's amended and restated certificate of incorporation authorizes the issuance of 2,500,000,000 shares of Common Stock, $0.0001 par value per share and 100,000,000 shares of preferred stock, $0.0001 par value.

The following description of our Common Stock does not purport to be complete and is subject to, and qualified in its entirety by, our amended and restated certificate of incorporation (the "Certificate of Incorporation") and amended and restated bylaws (the "Bylaws"), each of which is incorporated by reference as an exhibit to our Annual Report on Form 10-K for the year ended December 31, 2021.

Common Stock

Voting rights. Each share of our Common Stock entitles the holder thereof to one vote on all matters submitted to a vote of the shareholders, including the election of directors, and does not have cumulative voting rights. Accordingly, the holders of a majority of the shares of Common Stock entitled to vote in any election of directors can elect all of the directors standing for election.

Dividend rights. Subject to preferences that may be applicable to any then outstanding preferred stock, the holders of our Common Stock are entitled to receive dividends, if any, as may be declared from time to time by our Board of Directors (the "Board") out of legally available funds.

Rights upon liquidation. In the event of our liquidation, dissolution or winding up, holders of our Common Stock will be entitled to share ratably in the net assets legally available for distribution to shareholders after the payment of all of our debts and other liabilities, subject to the satisfaction of any liquidation preference granted to the holders of any outstanding shares of preferred stock.

Other rights. No holders of our Common Stock will be entitled to preemptive, conversion, or subscription rights contained in the Certificate of Incorporation or Bylaws. There are no redemption or sinking fund provisions applicable to the Common Stock. The rights, preferences, and privileges of the holders of our Common Stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that may be designated and issued in the future.

Preferred Stock

General

Under the Certificate of Incorporation, the Board has the authority, without further action by the stockholders, to issue up to 100,000,000 shares of preferred stock in one or more series, to establish from time to time the number of shares to be included in each such series, to fix the rights, preferences, and privileges of the shares of each wholly unissued series and any qualifications, limitations, or restrictions thereon and to increase or decrease the number of shares of any such series, but not below the number of shares of such series then outstanding.

The Board may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in our control that may otherwise benefit holders of our common stock and may adversely affect the market price of our common stock and the voting and other rights of the holders of our common stock.

Series A Preferred Stock

On May 23, 2025, we filed a Certificate of Designation (the "Certificate of Designation") with the Secretary of State of the State of Delaware, which became effective upon filing. The Certificate of Designation designates 50,951,250 shares of our previously undesignated preferred stock as Series A Convertible Participating Preferred Stock (the "Series A Preferred Stock"). The terms of the Series A Preferred Stock are described in further detail below.

Conversion Rights; Conversion Rate Adjustments

Pursuant to the terms of the Certificate of Designation, each share of Series A Preferred Stock will be convertible at any time at the option of the holder of the Series A Preferred Stock (a "Holder") into a number of shares of common stock at the then-applicable conversion rate (the "Conversion Rate"). In addition, each share of Series A Preferred Stock will automatically convert into a number of shares of common stock at the Conversion Rate upon the earliest to occur of (a) a transfer of such share (other than to a Permitted Transferee), (b) the first date on which Sir Peter no longer serves as (i) our Chief Executive Officer or (ii) such other executive officer position of us as approved by the Board, (c) Sir Peter's death or permanent disability, or (d) the first date on which the outstanding shares of Series A Preferred Stock no longer represent a minimum beneficial ownership by Sir Peter of five percent. A "Permitted Transferee" is defined in the Certificate of Designation and includes Sir Peter and his controlled affiliates. The Series A Series A Preferred Stock is not redeemable by us at any time.

The initial Conversion Rate for each share of Series A Preferred Stock is one share of common stock, and is subject to adjustment, including for stock dividends, distributions, stock splits and stock combinations. In addition, if we (a) issue securities entitling the holder thereof to acquire common stock or (b) declare or make any dividend or other distribution of our assets, a Holder will be entitled to participate to the same extent if the Holder had held the number of shares of common stock acquirable upon conversion of such Holder's Series A Preferred Stock. The Certificate of Designation also contains customary protections in the event of changes in common stock as a result of certain fundamental change transactions.

Director Designation Right

The Certificate of Designation provides that, so long as any shares of Series A Preferred Stock are outstanding, the Holders, voting exclusively and as a separate class, will be entitled to designate and elect at least one individual to serve on the Board as a director (a "Series A Preferred Stock Director"). The initial Series A Preferred Stock Director is Sir Peter. Sir Peter will serve an initial term that expires at our annual meeting of stockholders in 2027.

In the event the Board increases its size to more than ten members, the Holders will be entitled to designate and elect, voting exclusively and as a separate class, one or more additional Series A Preferred Stock Directors in order to maintain the right to elect ten percent of the total number of authorized directorships, rounded up to the nearest whole number. Additional Series A Preferred Stock Directors will serve for an initial term fixed by the Board. After the initial term of a Series A Preferred Stock Director has expired, his or her successor shall be elected for a term expiring at the third annual meeting following his or her election, unless such term expires sooner. A Series A Preferred Stock Director will serve until the earlier of: (a) his or her successor being elected and qualified, (b) his or her earlier death, disability, retirement, resignation or removal or (c) such time as the size of the Board is automatically reduced.

To be eligible for election as a Series A Preferred Stock Director, a nominee (other than Sir Peter) must: (a) satisfy all requirements regarding service as a director of us under applicable law and regulation and our bylaws, (b) not be an immediate family member of Sir Peter or any Holder, (c) be independent of each Holder, and (d) have served on the board of directors of at least one publicly traded corporation, in the United States or elsewhere, within the last five years, or is otherwise well qualified in the reasonable judgment of the Board. The Series A Preferred Stock Director may be removed at any time as a director on the Board (without cause) upon the written request of the Holders by the affirmative vote of the holders of at least a majority of the outstanding shares of Series A Preferred Stock at the time and with each share of Series A Preferred Stock entitled to one vote. At the first annual meeting of our stockholders held after such time as there are no shares of Series A Preferred Stock outstanding, the director designation and election rights will terminate.

Dividends

The Series A Preferred Stock is not entitled to any scheduled dividend payments. Holders are entitled to receive dividends on shares of Series A Preferred Stock equal (on an as-if-converted-to-Common-Stock basis) to, and in the same form as dividends actually paid on, all or substantially all of the shares of common stock when, as and if such dividends (other than dividends in the form of common stock) are paid on shares of the common stock, subject to certain exceptions specified in the Certificate of Designation.

Liquidation Preference

Upon any liquidation, dissolution or winding-up of us, whether voluntary or involuntary, after the satisfaction in full of our debts and the payment of any liquidation preference ranking senior to the Series A Preferred Stock, Holders will be entitled to receive an amount equal to $0.0001 per share of Series A Preferred Stock. Following the payment of the full amount of the liquidation preference in respect of all outstanding shares of Series A Preferred Stock, Holders participate pari passu with the holders of the common stock (on an as-if-converted-to-common-stock basis) in our net assets.

Voting and Consent Rights

The Series A Preferred Stock has the right to vote on all matters submitted for a vote of the holders of the common stock, voting together as a single class with the common stock. Each Holder is entitled to cast a number of votes per share equal to the number of shares of common stock into which a share of Series A Preferred Stock is convertible. In addition, we may not, without the affirmative vote of the Holders of a majority of the then outstanding shares of Series A Preferred Stock: (a) alter, amend or repeal any provision of our Certificate of Incorporation if it would alter or change the powers, preferences or special rights of the Series A Preferred Stock so as to affect them adversely, (b) alter, amend, or repeal the Certificate of Designation, or (c) increase the authorized number of shares of Series A Preferred Stock or authorize the issuance of additional shares of Series A Preferred Stock.

Election of Directors and Vacancies

Subject to the rights of any series of preferred stock then outstanding to elect additional directors under specified circumstances, the directors on the Board will be divided, with respect to the time for which they severally hold office, into three classes designated as Class I, Class II and Class III, respectively. The term of office of the existing Class I directors will expire at our annual meeting of stockholders to be held in 2025, the term of office of the existing Class II directors shall expire at our annual meeting of stockholders to be held in 2026, and the term of office of the existing Class III directors shall expire at our annual meeting of stockholders to be held in 2027. At each annual meeting of stockholders, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election.

Under the Bylaws, except as may be required in the Certificate of Incorporation, directors shall be elected by a plurality of the votes cast by the holders of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Each director shall hold office until the annual meeting at which such director's term expires and until such director's successor is elected and qualified or until such director's earlier death, resignation, or removal. Subject to the rights of holders of any series of preferred stock to elect directors, directors may be removed only as provided by the Certificate of Incorporation and applicable law. All vacancies occurring on the Board and any newly created directorships resulting from any increase in the authorized number of directors shall be filled in the manner set forth below.

Subject to the rights, if any, of the holders of any series of preferred stock then outstanding to elect directors and to fill vacancies in the Board relating thereto, any and all vacancies in the Board, however occurring, including, without limitation, by reason of an increase in the size of the Board, or the death, resignation, disqualification or removal of a director, shall be filled solely and exclusively by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum of the Board, and not by the stockholders. Any director appointed in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor shall have been duly elected and qualified or until his or her earlier resignation, death or removal. Subject to the rights, if any, of the holders of any series of preferred stock then outstanding to elect directors, when the number of directors is increased or decreased, the Board shall, subject to the Certificate of Incorporation, determine the class or classes to which the increased or decreased number of directors shall be apportioned; provided, however, that no decrease in the number of directors shall shorten the term of any incumbent director. In the event of a vacancy in the Board, the remaining directors, except as otherwise provided by law, shall exercise the powers of the full Board until the vacancy is filled.

Quorum

Except as otherwise provided by applicable law, the Certificate of Incorporation or the Bylaws, at each meeting of stockholders the holders of a majority of the voting power of the shares of stock issued and outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If less than a quorum is present at a meeting, the stockholders representing a majority of the voting power present at the meeting or the presiding officer may adjourn the meeting from time to time, and the meeting may be held as adjourned without further notice. At such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the original meeting. The stockholders present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Listing of Securities

The Company's Common Stock is currently listed on The Nasdaq Stock Market LLC ("Nasdaq") under the symbol "RKLB."

Transfer Agent and Registrar

The transfer agent and registrar for the Company's Common Stock is Equiniti Trust Company, LLC.

Anti-takeover Effects of the Certificate of Incorporation and the Bylaws

The Certificate of Incorporation and the Bylaws contain provisions that may delay, defer or discourage another party from acquiring control of our Company. We expect that these provisions, which are summarized below, will discourage coercive takeover practices or inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of our Company to first negotiate with our Board, which we believe may result in an improvement of the terms of any such acquisition in favor of our stockholders. However, they also give the board of directors the power to discourage acquisitions that some stockholders may favor.

Authorized but Unissued Capital Stock

Delaware law does not require stockholder approval for any issuance of authorized shares. However, the listing requirements of Nasdaq, which would apply so long as our Common Stock remains listed on Nasdaq, require stockholder approval of certain issuances equal to or exceeding 20% of the then outstanding voting power or then outstanding number of shares of our Common Stock. Additional shares that may be issued in the future may be used for a variety of corporate purposes, including future public offerings, to raise additional capital or to facilitate acquisitions.

One of the effects of the existence of unissued and unreserved Common Stock may be to enable our Board to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of our Company by means of a merger, tender offer, proxy contest or otherwise and thereby protect the continuity of management and possibly deprive stockholders of opportunities to sell their shares of Common Stock at prices higher than prevailing market prices.

Special Meeting, Action by Written Consent and Advance Notice Requirements for Stockholder Proposals

The Certificate of Incorporation provides that holders of our capital stock may not take action by written consent, but may only take action at annual or special meetings of our stockholders. As a result, a holder controlling a majority of our capital stock would not be able to amend the Bylaws or remove directors without holding a meeting of our stockholders called in accordance with the Bylaws. The Bylaws further provide that special meetings of our stockholders may be called only by a majority of our Board, thus prohibiting a stockholder from calling a special meeting. These provisions might delay the ability of our stockholders to force consideration of a proposal or for stockholders controlling a majority of our capital stock to take any action, including the removal of directors.

The Bylaws provide for advance notice procedures for stockholders seeking to bring business before an annual meeting of stockholders or to nominate candidates for election as directors at an annual meeting of stockholders. The Bylaws also specify certain requirements regarding the form and content of a stockholder's notice. These provisions might preclude stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at the annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company.

Amendment to Certificate of Incorporation and Bylaws

We may amend or repeal any provision contained in the Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware, and all rights conferred upon stockholders are granted subject to this reservation. Notwithstanding any provision of the Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote or no vote, subject to the rights of any outstanding series of preferred stock, but in addition to any vote of the holders of any class or series of our stock required by law, (i) the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of our capital stock entitled to vote on such amendment, voting together as a single class, and (ii) the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of the voting power of the outstanding shares of each class entitled to vote thereon as a class will be required to amend or repeal certain provisions of the Certificate of Incorporation.

Our Board shall have the power to adopt, amend or repeal the Bylaws. Any adoption, amendment or repeal of the Bylaws by our Board shall require the approval of a majority of the directors on our Board. The stockholders shall also have power to adopt, amend or repeal the Bylaws. Notwithstanding any other provision of the Certificate of Incorporation or any provision of law that might otherwise permit a lesser or no vote, but in addition to any vote of the holders of any class or series of our stock required by applicable law or by the Certificate of Incorporation, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of our capital stock entitled to vote on such amendment, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal any provision of the Bylaws, provided that, if our Board recommends that the holders of our capital stock approve any amendment or repeal of the Bylaws at a meeting of stockholders, such amendment or repeal shall only require the affirmative vote of the majority of the outstanding shares of our capital stock entitled to vote on such amendment or repeal, voting together as a single class.

Delaware Anti-Takeover Statute

Section 203 of the Delaware General Corporation Law (the "DGCL") provides that if a person acquires 15% or more of the voting stock of a Delaware corporation, such person becomes an "interested stockholder" and may not engage in certain "business combinations" with the corporation for a period of three years from the time such person acquired 15% or more of the corporation's voting stock, unless:

(1) the board of directors approves the acquisition of stock resulting in such person becoming an interested stockholder or the business combination before the time that the person becomes an interested stockholder;

(2) upon consummation of the transaction resulting in such person becoming an interested stockholder, the interested stockholder owns at least 85% of the outstanding voting stock of the corporation at the time the business combination commences (excluding voting stock owned by directors who are also officers and certain employee stock plans); or

(3) the business combination is approved by the board of directors and at a meeting of stockholders, not by written consent, by the affirmative vote of 2/3 of the outstanding voting stock which is not owned by the interested stockholder.

Limitations on Liability and Indemnification of Officers and Directors

Section 145 of the DGCL authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers under certain circumstances and subject to certain limitations. The terms of Section 145 of the DGCL are sufficiently broad to permit indemnification under certain circumstances for liabilities, including reimbursement of expenses incurred, arising under the Securities Act. As permitted by the DGCL, our Certificate of Incorporation contains provisions that eliminate the personal liability of directors for monetary damages for any breach of fiduciary duties as a director, except liability for the following (i) any breach of a director's duty of loyalty to us or our stockholders; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the DGCL; or (iv) any transaction from which the director derived an improper personal benefit. As permitted by the DGCL, the Bylaws provide that: (i) we are required to indemnify its directors and executive officers to the fullest extent permitted by the DGCL, subject to very limited exceptions; (ii) we may indemnify our other employees and agents as set forth in the DGCL; (iii) we are required to advance expenses, as incurred, to its directors and executive officers in connection with a legal proceeding to the fullest extent permitted by the DGCL, subject to very limited exceptions; and (iv) the rights conferred in the Bylaws are not exclusive.

We have entered into indemnification agreements with each director and executive officer to provide these individuals additional contractual assurances regarding the scope of the indemnification set forth in the Certificate of Incorporation and Bylaws and to provide additional procedural protections. There is no pending litigation or proceeding involving one of our directors or executive officers for which indemnification is sought.

The indemnification provisions in the Certificate of Incorporation, Bylaws, and the indemnification agreements entered into or to be entered into between us and each of its directors and executive officers may be sufficiently broad to permit indemnification of our directors and executive officers for liabilities arising under the Securities Act. We currently carries liability insurance for our directors and officers. Certain of our directors are also indemnified by their employers with regard to service on our Board.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the Company's directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

Exclusive Jurisdiction of Certain Actions

The Certificate of Incorporation requires, to the fullest extent permitted by law, unless we consent in writing to the selection of an alternative forum, that the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for any state law claims for: (i) any derivative action or proceeding brought on behalf of us; (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, or other employee of ours to us or our stockholders; (iii) any action asserting a claim against us or any current or former director, officer or other employee or stockholder of ours arising pursuant to any provision of the DGCL or the Certificate of Incorporation or the Bylaws; or (iv) any action asserting a claim against us or any current or former director, officer or other employee or stockholder of ours governed by the internal affairs doctrine.

In addition, the Certificate of Incorporation require that, unless we consent in writing to the selection of an alternative forum, the federal district courts of United States shall be the sole and exclusive forum for resolving any action asserting a claim arising under the Securities Act of 1933, as amended.

Exhibit 4.2

FIRST SUPPLEMENTAL INDENTURE

This FIRST SUPPLEMENTAL INDENTURE, dated as of May 23, 2025 (the "First Supplemental Indenture"), is entered into among Rocket Lab USA, Inc., a Delaware corporation (the "Company"), Rocket Lab Corporation, a Delaware corporation ("Holdco"), and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "Trustee").

WHEREAS, the Company and the Trustee entered into an indenture, dated as of February 6, 2024 (the "Indenture"), between the Company and the Trustee, providing for the issuance of the 4.250% Convertible Senior Notes due 2029 (the "Notes");

WHEREAS, on May 23, 2025, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Holdco and Rocket Lab Merger Sub, Inc., a Delaware corporation and a direct wholly-owned subsidiary of Holdco ("Merger Sub");

WHEREAS, pursuant to the Merger Agreement, and subject to the terms and conditions thereof, Merger Sub will merge with and into the Company, with the Company continuing as the surviving corporation and a wholly-owned subsidiary of Holdco (the "Merger");

WHEREAS, pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), among other things, each share of common stock, $0.0001 par value per share, of the Company (the "Common Stock") issued and outstanding immediately prior to the Effective Time will be cancelled and converted into one share of common stock, par value $0.0001 per share, of Holdco ("Holdco Common Stock", each such share of Holdco Common Stock, a "Reference Property Unit");

WHEREAS the Effective Time will occur concurrently with the execution of this First Supplemental Indenture;

WHEREAS, the Merger does not constitute a Fundamental Change or a Make-Whole Fundamental Change;

WHEREAS, the Merger constitutes a Common Stock Change Event;

WHEREAS, pursuant to Section 5.09 of the Indenture, at or before the effective time of a Common Stock Change Event, the Company and Holdco are required to execute and deliver to the Trustee a supplemental indenture that will (i) provide for subsequent conversions of Notes in the manner set forth in Section 5.09 of the Indenture, (ii) provide for subsequent adjustments to the Conversion Rate pursuant to Section 5.05(A) of the Indenture in a manner consistent with Section 5.09 of the Indenture, and (iii) contain such other provisions, if any, that the Company reasonably determines are appropriate to preserve the economic interests of the Holders and to give effect to the provisions of Section 5.09(A) of the Indenture;

WHEREAS, Holdco wishes to fully and unconditionally guarantee all of the obligations of the Company under the Notes and the Indenture (the "Guarantee");

WHEREAS, Section 8.01 of the Indenture provides that the Company and the Trustee may amend or supplement the Indenture or the Notes without the consent of any Holder by entering into supplemental indentures pursuant to, and in accordance with, Section 5.09 of the Indenture in connection with a Common Stock Change Event;

WHEREAS, Section 8.01 of the Indenture provides that the Company and the Trustee may amend or supplement the Indenture or the Notes without the consent of any Holder to add guarantees with respect to the Company's obligations under the Indenture or the Notes; and

WHEREAS, the Company has complied with all conditions precedent provided for in the Indenture relating to this First Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. All capitalized terms used but not defined in this First Supplemental Indenture shall have the meanings ascribed to such terms in the Indenture.

ARTICLE II
MODIFICATIONS EFFECT OF MERGER

Section 2.01 Conversion Right. Pursuant to Section 5.09 of the Indenture, as a result of the Merger:

(a) from and after the Effective Time, (i) the Conversion Consideration due upon conversion of any Note, and the conditions to any such conversion, will be determined in the same manner as if each reference to any number of shares of Common Stock in Article 5 of the Indenture (or in any related definitions) were instead a reference to the same number of Reference Property Units, with each such Reference Property Unit consisting of one share of Holdco Common Stock; (ii) for purposes of Section 4.03 of the Indenture, each reference to any number of shares of Common Stock in such Section (or in any related definitions) will instead be deemed to be a reference to the same number of Reference Property Units; and (iii) for purposes of the definitions of "Fundamental Change" and "Make-Whole Fundamental Change," references to "Common Stock" and the Company's "common equity" will be deemed to refer to mean the Holdco Common Stock;

(b) the definition of "Common Stock" means Holdco Common Stock, subject to Section 5.09 of the Indenture, as supplemented by this First Supplemental Indenture; and

(c) the provisions of the Indenture, as modified herein, including without limitation, (i) all references and provisions respecting the terms "Conversion Price," "Conversion Rate," "Last Reported Sale Price," "Market Disruption Event", "Scheduled Trading Day," and "Trading Day" and (ii) the provisions of Article 5 of the Indenture, shall continue to apply, *mutatis mutandis*, to the Holders' right to convert each Note into the Reference Property.

Section 2.02 Anti-Dilution Adjustments. As and to the extent required by Section 5.09(A) of the Indenture, the Conversion Rate shall be subject to anti-dilution and other adjustments with respect to the Reference Property constituting Holdco Common Stock that shall be as nearly equivalent as is possible to the adjustments provided for in Section 5.05(A) of the Indenture.

Section 2.03 Repurchase of Notes at Option of Holders. References to the "Company" in the definition of "Fundamental Change" in Section 1.01 of the Indenture shall instead be references to "Holdco". Except as amended hereby, the purchase rights set forth in Section 4.02 of the Indenture shall continue to apply.

Section 2.04 Holdco to Provide Holdco Common Stock. Holdco hereby irrevocably and unconditionally agrees to be bound by the terms of the Indenture applicable to it and to issue shares of Holdco Common Stock as necessary to satisfy the Company's obligations with respect to any Notes validly surrendered for conversion pursuant to Article 5 of the Indenture.

ARTICLE III
GUARANTEE

Section 3.01 Guarantee. (a) Holdco hereby unconditionally guarantees to each Holder of Notes and to the Trustee and its successors and assigns, (i) the full and punctual payment when due of all monetary obligations of the Company under the Indenture and (ii) the full and punctual performance within applicable grace periods of all other obligations of the Company under the Indenture. Holdco further agrees that its obligations hereunder shall be unconditional, irrespective of the absence or existence of any action to enforce the same, the recovery of any judgment against the Company (except to the extent such judgment is paid) or any waiver or amendment of the provisions of the Indenture or the Notes to the extent that any such action or any similar action would otherwise constitute a legal or equitable discharge or defense of Holdco (except that such waiver or amendment shall be effective in accordance with its terms).

(a) Holdco further agrees that its Guarantee constitutes a guarantee of payment, performance and compliance and not merely of collection.

(b) Holdco further agrees to waive presentment to, demand of payment from and protest to the Company of its Guarantee, and also waives diligence, notice of acceptance of its Guarantee, presentment, demand for payment, notice of protest for nonpayment, the filing of claims with a court in the event of merger or bankruptcy of the Company, any right to require a proceeding first against the Company or any other Person, and all other defenses based on suretyship. The obligations of Holdco shall not be affected by any failure or delay on the part of the Trustee to exercise any right or remedy under the Indenture or the Notes.

(c) The obligation of Holdco to make any payment hereunder may be satisfied by causing the Company to make such payment. If any Holder of any Note or the Trustee is required by any court or otherwise to return to the Company or Holdco or any custodian, trustee, liquidator or other similar official acting in relation to the Company or Holdco any amount paid by either of them to the Trustee or such Holder, the Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(d) (i) Upon the satisfaction and discharge of the Indenture in accordance with Article 9 thereof or (ii) upon the occurrence of a transaction that results in the Company no longer being a Subsidiary of Holdco or that constitutes a sale of all or substantially all assets of the Company to a Person that is not a Subsidiary of the Company, Holdco will be released and relieved of any obligations under the Guarantee.

ARTICLE IV
ACCEPTANCE OF FIRST SUPPLEMENTAL INDENTURE

Section 4.01 Trustee's Acceptance. The Trustee hereby accepts this First Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.01 Effectiveness of First Supplemental Indenture. This First Supplemental Indenture shall become effective as of the Effective Time.

Section 5.02 Effect of First Supplemental Indenture. Upon the execution and delivery of this First Supplemental Indenture by the Company, Holdco and the Trustee, the Indenture shall be supplemented and amended in accordance herewith, and this First Supplemental Indenture shall form a part of the Indenture for all purposes, and every Note heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby. All the provisions of this First Supplemental Indenture shall thereby be deemed to be incorporated in, and a part of, the Indenture; and the Indenture, as supplemented and amended by this First Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 5.03 Indenture Remains in Full Force and Effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes and, except as supplemented or amended hereby, all other provisions in the Indenture and the Notes, to the extent not inconsistent with the terms and provisions of this First Supplemental Indenture, shall remain in full force and effect and is in all respects confirmed and preserved.

Section 5.04 Headings. The headings of the Articles and Sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this First Supplemental Indenture and will in no way modify or restrict any of the terms or provisions of this First Supplemental Indenture

Section 5.05 Counterparts. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy will be an original, and all of them together represent the same agreement. Delivery of an executed counterpart of this First Supplemental Indenture by facsimile, electronically in portable document format or in any other format will be effective as delivery of a manually executed counterpart.

Section 5.06 Governing Law. THIS FIRST SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF HOLDCO, THE COMPANY AND THE TRUSTEE IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS FIRST SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED BY THIS FIRST SUPPLEMENTAL INDENTURE.

Section 5.07 Severability. If any provision of this First Supplemental Indenture is invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of this First Supplemental Indenture will not in any way be affected or impaired thereby.

Section 5.08 No Personal Liability of Directors, Officers, Employees or Stockholders. No past, present or future director, officer, employee, incorporator or stockholder of the Company or Holdco, as such, will have any liability for any obligations of the Company or Holdco under this First Supplemental Indenture, the Guarantee or the Notes or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder waives and releases all such liability.

Section 5.09 Trustee Makes No Representation. The Trustee will not be (A) responsible for, and makes no representation as to, the validity or adequacy of this First Supplemental Indenture; and (B) responsible for any statement or recital in this First Supplemental Indenture or any other document relating to this First Supplemental Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the day and year first written above.

ROCKET LAB USA, INC.

By: /s/ Adam Spice
Name: Adam Spice
Title: Chief Financial Officer

ROCKET LAB CORPORATION

By: /s/ Adam Spice
Name: Adam Spice
Title: Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: /s/ Bradley E. Scarbrough
Name: Bradley E. Scarbrough
Title: Vice President

Exhibit 10.1

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made as of May 23, 2025, by and between Rocket Lab USA, Inc., a Delaware corporation ("Assignor") and Rocket Lab Corporation, a Delaware corporation ("Assignee").

RECITALS

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as the date hereof (the "Merger Agreement"), by and among Assignor, Assignee, and Rocket Lab Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of Assignee ("Merger Sub"), at the Effective Time, (i) Merger Sub will be merged with Assignor (the "Merger"), with Assignor surviving the Merger as a wholly-owned subsidiary of Assignee, pursuant to Section 251(g) of the General Corporation Law of the State of Delaware, and (ii) each outstanding share of capital stock of Assignor (the "Assignor Capital Stock") will be converted into one share of capital stock of Assignee (the "Assignee Capital Stock"), with the same designations, rights, powers, and preferences, and the qualifications, limitations, and restrictions thereof, as the shares of Assignor Capital Stock immediately prior to the Merger (the "Reorganization"); and

WHEREAS, in connection with the Reorganization, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume from Assignor, (i) any employee, director, and executive compensation plans pursuant to which the Assignor is currently obligated to, or may, issue equity securities to its directors, officers, or employees (collectively, all such plans, including any such plans listed on Exhibit A hereto, and any currently-effective amendments thereto and/or restatements thereof, the "Equity Incentive Plans"), (ii) each equity-based award agreement, program, sub-plan, notice, and/or similar agreement entered into or issued pursuant to the Equity Incentive Plans, and each outstanding award granted or assumed thereunder (collectively, the "Awards" and such agreements, the "Award Agreements"), and (iii) the other agreements and plans listed on Exhibit A hereto (the "Other Agreements and Plans" and, collectively with the Equity Incentive Plans and the Award Agreements, the "Assumed Agreements").

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties intending to be legally bound, agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings assigned to them in the Merger Agreement.

Section 2. Assignment. Effective as of the Effective Time, Assignor hereby assigns to Assignee all of its rights and obligations under the Assumed Agreements and the Awards.

Section 3. Assumption. Effective as of the Effective Time, Assignee hereby assumes all of the rights and obligations of Assignor under the Assumed Agreements and the Awards and agrees to abide by and perform all terms, covenants, and conditions of Assignor under the Assumed Agreements and the Awards. In consideration of the assumption by Assignee of all of the rights and obligations of Assignor under the Assumed Agreements and Awards, Assignor agrees to pay all expenses incurred by Assignee in connection with the assumption of the Assumed Agreements and Awards pursuant to this Agreement. At the Effective Time, the Assumed Agreements shall each be automatically amended as necessary to provide that references to Assignor in such agreements shall be read to refer to Assignee and references to the Assignor Capital Stock in such agreements shall be read to refer to the Assignee Capital Stock.

Section 4. Further Assurances. Subject to the terms of this Agreement, the parties hereto shall take all reasonable and lawful action as may be necessary or appropriate to cause the intent of this Agreement to be carried out, including, without limitation, entering into amendments to the Assumed Agreements and notifying other parties thereto of such assignment and assumption.

Section 5. Successors and Assigns. This Agreement shall be binding upon Assignor and Assignee, and their respective successors and assigns. The terms and conditions of this Agreement shall survive the consummation of the transfers provided for herein.

Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Section 7. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement. Facsimile copies or "PDF" or similar electronic data format copies of signatures shall constitute original signatures for all purposes of this Agreement and any enforcement hereof.

Section 8. Entire Agreement. This Agreement, including Exhibit A attached hereto, together with the Merger Agreement, constitute the entire agreement and supersede all other agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 9. Amendments. This Agreement may not be modified or amended except by a writing executed by the parties hereto.

Section 10. Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

Section 11. Third Party Beneficiaries. The parties to the various Award Agreements and the parties to the Other Agreements and Plans are intended to be third party beneficiaries to this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

ROCKET LAB USA, INC.

By: /s/ Adam Spice
Name: Adam Spice
Title: Chief Financial Officer

ASSIGNEE:

ROCKET LAB CORPORATION

By: /s/ Adam Spice
Name: Adam Spice
Title: Chief Financial Officer

Exhibit A

Assumed Agreements[1]

Equity Incentive Plans (and any and all applicable Awards and Award Agreements thereunder)[2]

1. Rocket Lab USA, Inc. 2021 Stock Option and Incentive Plan, as amended from time to time.
2. Second Amended and Restated 2013 Stock Option and Grant Plan, as amended from time to time.
3. Rocket Lab USA, Inc. 2021 Employee Stock Purchase Plan, as amended from time to time.

Other Agreements and Plans:

1. Rocket Lab USA, Inc. Amended and Restated Non-Employee Director Compensation Policy, as amended from time to time.

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[1] The Equity Incentive Plans and Other Agreements and Plans set forth in this Exhibit A include any and all currently-effective amendments thereto and/or restatements thereof.

[2] Each Equity Incentive Plan includes any and all applicable Award Agreements thereunder (any and all equity-based award agreements, programs, sub-plans, notices, and/or similar agreements entered into or issued pursuant to the Equity Incentive Plans, and each outstanding award granted or assumed thereunder).

Exhibit 10.2

Omnibus Amendment to the

Rocket Lab USA, Inc. 2021 Stock Option and Incentive Plan, as amended from time to time, the Second Amended and Restated 2013 Stock Option and Grant Plan, as amended from time to time, and the Rocket Lab USA, Inc. 2021 Employee Stock Purchase Plan, as amended from time to time (collectively, the "Equity Plans"), and their Related Award Agreements

May 23, 2025

WHEREAS, in connection with the reorganization of Rocket Lab USA, Inc. ("Rocket Lab") approved by the Board of Directors of Rocket Lab, pursuant to which Rocket Lab has become a wholly owned subsidiary of Rocket Lab Corporation ("Rocket Lab Corporation"), it is necessary to amend each of the Equity Plans, each of the stock option agreements pursuant to which options to purchase shares of common stock of Rocket Lab have been granted and are outstanding pursuant to one of the Equity Plans (collectively, the "Option Agreements"), each of the restricted stock agreements pursuant to which shares of common stock of Rocket Lab which are subject to restrictions have been granted and are outstanding pursuant to one of the Equity Plans (collectively, the "Restricted Stock Agreements"), and each of the restricted stock unit agreements pursuant to which restricted stock units have been granted and are outstanding pursuant to one of the Equity Plans (collectively, the "RSU Agreements").

NOW, THEREFORE, each of the Equity Plans, Option Agreements, Restricted Stock Agreements and RSU Agreements are hereby amended as follows, effective as of the closing of the reorganization of Rocket Lab as a wholly owned subsidiary of Rocket Lab Corporation:

1. The definition of the term "Board" or "Board of Directors," as applicable, as contained in each Equity Plan, Option Agreement, Restricted Stock Agreement and RSU Agreement, to the extent applicable, is hereby amended by deleting the current definition and replacing it with the following:

"'Board'/'Board of Directors' shall mean the board of directors of Rocket Lab Corporation and any successor thereto."

2. The definition of the term "Company", "Corporation", or "Rocket Lab" as applicable, as contained in each Equity Plan, Option Agreement, Restricted Stock Agreement and RSU Agreement is hereby amended by deleting the current definition and replacing it with the following:

"'Company'/'Corporation'/'Rocket Lab' shall mean Rocket Lab Corporation and any successor thereto."

3. The definition of the term “Common Shares”, “Share(s)”, or “Stock” as applicable, as contained in each Equity Plan, Option Agreement, Restricted Stock Agreement and RSU Agreement, to the extent applicable, is hereby amended by deleting the current definition and replacing it with the following:

“‘Common Shares’/‘Share(s)’/‘Stock’ shall mean the common stock of Rocket Lab Corporation, par value $0.0001 per share.”

4. All references to “Rocket Lab USA Inc.” contained in each Equity Plan, Option Agreement, Restricted Stock Agreement and RSU Agreement not otherwise changed by the preceding amendments are hereby changed to “Rocket Lab Corporation.”

5. All other provisions of the Equity Plans, Option Agreements, Restricted Stock Agreements and RSU Agreements shall remain in full force and effect, except to the extent modified by the foregoing.

[*Remainder of page intentionally left blank*.]

IN WITNESS WHEREOF, the undersigned has duly executed this Omnibus Amendment as of the date first written above.

ROCKET LAB USA INC.

By: /s/ Arjun Kampani
Arjun Kampani
Senior Vice President,

General Counsel and
Secretary

ROCKET LAB
CORPORATION

By: /s/ Arjun Kampani
Arjun Kampani
Senior Vice President,

General Counsel and
Secretary