

---

#### **SCHEDULE IV**

1. Distribution Agreement
2. Tax Matters Agreement
3. Transition Services Agreement dated as of July 16, 2012 between L-3 Communications Corporation and the Borrower
4. Employee Matters Agreement dated as of July 16, 2012 between L-3 Communications Corporation and the Borrower
5. Master Supply Agreement dated as of July 16, 2012 between L-3 Communications Corporation (as Seller) and the Borrower (as Buyer)
6. Master Supply Agreement dated as of July 16, 2012 between L-3 Communications Corporation (as Buyer) and the Borrower (as Seller)

---

**EXHIBIT H-1**

**FORM OF  
U.S. TAX COMPLIANCE CERTIFICATE  
(FOR FOREIGN LENDERS THAT ARE NOT  
PARTNERSHIPS FOR U.S. FEDERAL INCOME TAX PURPOSES)**

Date:

Reference is hereby made to that certain Credit Agreement, dated as of July 17, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Engility Corporation, a Delaware corporation (the “Borrower”), Engility Holdings, Inc., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

---

**EXHIBIT H-2**

**FORM OF  
U.S. TAX COMPLIANCE CERTIFICATE  
(FOR FOREIGN PARTICIPANTS THAT ARE NOT  
PARTNERSHIPS FOR U.S. FEDERAL INCOME TAX PURPOSES)**

Date:

Reference is hereby made to that certain Credit Agreement, dated as of July 17, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Engility Corporation, a Delaware corporation (the "Borrower"), Engility Holdings, Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_  
Name:  
Title:

---

**EXHIBIT H-3**

**FORM OF  
U.S. TAX COMPLIANCE CERTIFICATE  
(FOR FOREIGN PARTICIPANTS THAT ARE  
PARTNERSHIPS FOR U.S. FEDERAL INCOME TAX PURPOSES)**

Date:

Reference is hereby made to that certain Credit Agreement, dated as of July 17, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Engility Corporation, a Delaware corporation (the "Borrower"), Engility Holdings, Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_  
Name:  
Title:

---

**EXHIBIT H-4**

**FORM OF  
U.S. TAX COMPLIANCE CERTIFICATE  
(FOR FOREIGN LENDERS THAT ARE  
PARTNERSHIPS FOR U.S. FEDERAL INCOME TAX PURPOSES)**

Date:

Reference is hereby made to that certain Credit Agreement, dated as of July 17, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Engility Corporation, a Delaware corporation (the "Borrower"), Engility Holdings, Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

---

**EXHIBIT I**  
**FORM OF**  
**SOLVENCY CERTIFICATE**

Date:           , 2012

Reference is hereby made to that certain Credit Agreement, dated as of July 17, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined), among Engility Corporation, a Delaware corporation (the "Borrower"), Engility Holdings, Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer.

The undersigned hereby certifies that he/she is the Chief Financial Officer of the Borrower and, in such capacity and not in his/her individual capacity, certifies that, on the date hereof and immediately after giving effect to the consummation of the Transactions:

(a) the fair value of the assets of Holdings, the Borrower and its Subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, subordinated, contingent or otherwise of Holdings, the Borrower and its Subsidiaries on a consolidated basis;

(b) the present fair saleable value of the property of Holdings, the Borrower and its Subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the debts and other liabilities, subordinated, contingent or otherwise of Holdings, the Borrower and its Subsidiaries on a consolidated basis, as such debts and other liabilities become absolute and matured;

(c) Holdings, the Borrower and its Subsidiaries on a consolidated basis will be able to pay the debts and liabilities, subordinated, contingent or otherwise of Holdings, the Borrower and its Subsidiaries on a consolidated basis, as such debts and liabilities become absolute and matured; and

(d) Holdings, the Borrower and its Subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Closing Date.

For the purposes of the foregoing, the amount of contingent liabilities on the date hereof and immediately after giving effect to the consummation of the Transactions shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that is reasonably expected to become an actual or matured liability.

*[Signature page follows]*

---

IN WITNESS WHEREOF, I have executed this Solvency Certificate on the date first written above.

ENGILITY CORPORATION

By: \_\_\_\_\_

Name:

Title: Chief Financial Officer

---

**EXHIBIT J**  
**FORM OF**  
**PERFECTION QUESTIONNAIRE**

See attached.



---

**PERFECTION QUESTIONNAIRE<sup>27</sup>**

**, 2012**

In connection with that certain Credit Agreement, dated as of \_\_\_\_\_, 2012 (as amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Engility Corporation, a Delaware corporation (the "Borrower"), the financial institutions from time to time party thereto (the "Lenders") and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent"), the Borrower hereby certifies on behalf of itself and each other grantor specified below (the Borrower and such other grantors, collectively, the "Grantors") as follows:

**I. CURRENT INFORMATION**

**1. A. Legal Names, Organizations, Jurisdictions of Organization and Organizational Identification Numbers.** The full and exact legal name (as it appears in each respective certificate or articles of incorporation, limited liability membership agreement or similar organizational documents, in each case as amended to date), the type of organization (or if the Borrower or a particular Grantor is an individual, please indicate so), the jurisdiction of organization (or formation, as applicable), and the organizational identification number (not tax.i.d. number) of the Borrower and each other Grantor are as follows:

<u>Name of Borrower/Grantor</u>	<u>Type of Organization (e.g. corporation, limited liability company, limited partnership)</u>	<u>Jurisdiction of Organization/ Formation</u>	<u>Organizational Identification Number</u>
---------------------------------	--	--	---

**B. Chief Executive Offices and Mailing Addresses.** The chief executive office address (or the principal residence if the Borrower or a particular Grantor is a natural person) and the preferred mailing address (if different than chief executive office or residence) of the Borrower and each other Grantor are as follows:

<u>Name of Borrower/Grantor</u>	<u>Address of Chief Executive Office (or for natural persons, residence)</u>	<u>Mailing Address (if different than CEO or residence)</u>
---------------------------------	--	---

**C. Special Debtors.** Except as specifically identified below none of the Grantors is a: (i) transmitting utility (as defined in Section 9-102(a)(80)), (ii) primarily engaged in farming operations (as defined in Section 9-102(a)(35)), (iii) a trust, (iv) a foreign air carrier within the meaning of the federal aviation act of 1958, as amended or (v) a branch or agency of a bank which bank is not organized under the law of the United States or any state thereof.

---

<sup>27</sup> The information provided in this Perfection Questionnaire gives effect to the Transactions (as defined in the Credit Agreement).

2.

Name of Borrower/Grantor

Type of Special Grantor

None.

**D. Trade Names/Assumed Names.**

*Current Trade Names.* Set forth below is each trade name or assumed name currently used by the Borrower or any other Grantor or by which the Borrower or any Grantor is known or is transacting any business:

Borrower/Grantor

Trade/Assumed Name

**E. Changes in Names, Jurisdiction of Organization or Corporate Structure.**

Except as set forth below, neither the Borrower nor any other Grantor has changed its name, jurisdiction of organization or its corporate structure in any way (e.g. by merger, consolidation, change in corporate form, change in jurisdiction of organization or otherwise) within the past five (5) years:

Borrower/Grantor

Date of Change

Description of Change

**F. Prior Addresses.**

Except as set forth below, neither the Borrower nor any other Grantor has changed its chief executive office, or principal residence if the Borrower or a particular Grantor is a natural person, within the past five (5) years:

Borrower/Grantor

Prior  
Address/City/State/Zip  
Code

**G. Acquisitions of Equity Interests or Assets.**

**A.** Except as set forth below, neither the Borrower nor any Grantor has acquired the equity interests of another entity or substantially all the assets of another entity within the past five (5) years:

Borrower/Grantor

Date of  
Acquisition

Description  
of  
Acquisition

**B.** The jurisdiction of organization of the acquired entities set forth in clause (A) above, together with each such entity's chief executive office and location of material assets immediately prior to such acquisition is set forth below:

Entity Name

Jurisdiction of Organization

Address of Chief  
Executive  
Office

Locations of Material Assets  
prior to acquisition