
10.17 Electronic Execution of Assignments and Certain Other Documents. The words “execute,” “execution,” “signed,” “signature,” and words of like import in any Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

10.18 USA PATRIOT Act. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “PATRIOT Act”), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Act.

10.19 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the “Judgment Currency”) other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the “Agreement Currency”), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or any Lender from the Borrower in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or any Lender in such currency, the Administrative Agent or such Lender, as the case may be, agrees to promptly return the amount of any excess to the Borrower (or to any other Person who may be entitled thereto under applicable law).

10.20 Entire Agreement. THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, THE ENGAGEMENT LETTER AND THE ADMINISTRATIVE AGENT FEE LETTER REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ENGILITY HOLDINGS, INC.

By: /s/ Thomas O. Müller

Name: Thomas O. Müller

Title: Senior Vice President, General Counsel and
Lead Corporate Secretary

ENGILITY CORPORATION

By: /s/ Thomas O. Müller

Name: Thomas O. Müller

Title: Senior Vice President, General Counsel and
Lead Corporate Secretary

[S-1]

BANK OF AMERICA, N.A., as
Administrative Agent

By: /s/ Roberto Salazar

Name: Roberto Salazar

Title: Vice President

[S-2]

BANK OF AMERICA, N.A., as a Lender, L/C Issuer
and Swing Line Lender

By: /s/ Barbara P. Levy

Name: Barbara P. Levy

Title: Senior Vice President

[S-3]

BARCLAYS BANK PLC,
as a Lender

By: /s/ Ronnie Glenn

Name: Ronnie Glenn

Title: Vice President

[S-4]

**CREDIT AGRICOLE CORPORATE &
INVESTMENT BANK,**
as a Lender

By: /s/ Michael Madnick

Name: Michael Madnick

Title: Managing Director

For any Lender requiring a second signature block:

By: /s/ Brad Matthews

Name: Brad Matthews

Title: Vice President

[S-5]

REGIONS BANK,
as a Lender

By: /s/ Greg Jones

Name: Greg Jones

Title: Senior Vice President

[S-6]

SUNTRUST BANK,
as a Lender

By: /s/ J. Christopher Reasoner

Name: J. Christopher Reasoner

Title: Managing Director

[S-7]

CAPITAL ONE, N.A.,
as a Lender

By: /s/ Kip Hurd

Name: Kip Hurd

Title: Senior Vice President

[S-8]