
EXHIBIT C-1

**FORM OF
TERM NOTE**

[, 20]

FOR VALUE RECEIVED, the undersigned, a Delaware corporation (the “Borrower”), hereby promises to pay to
or registered assigns (the “Lender”), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Term Loan made by the Lender to the Borrower under 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 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 Borrower promises to pay interest on the unpaid principal amount of each Term Loan from the date of such Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent’s Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Term Note is one of the Term Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Term Note is also entitled to the benefits of the Guaranty and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Term Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. Term Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Term Note and endorse thereon the date, amount and maturity of its Term Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Term Note.

THIS TERM NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

ENGILITY CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

[illegible]

EXHIBIT C-2

**FORM OF
REVOLVING NOTE**

[, 20]

FOR VALUE RECEIVED, the undersigned, a Delaware corporation (the "Borrower"), hereby promises to pay to
or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Revolving Credit Loan from time to time made by the Lender to the Borrower under 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 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 Borrower promises to pay interest on the unpaid principal amount of each Revolving Credit Loan from the date of such Revolving Credit Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Revolving Note is one of the Revolving Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Revolving Note is also entitled to the benefits of the Guaranty and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Revolving Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. Revolving Credit Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Revolving Note and endorse thereon the date, amount and maturity of its Revolving Credit Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Revolving Note.

THIS REVOLVING NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

ENGILITY CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

[illegible]

EXHIBIT C-3

**FORM OF
SWING LINE NOTE**

[, 20]

FOR VALUE RECEIVED, the undersigned, a Delaware corporation (the "Borrower"), hereby promises to pay to BANK OF AMERICA, N.A. or registered assigns (the "Swing Line Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Swing Line Loan from time to time made by the Swing Line Lender to the Borrower under 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 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 Borrower promises to pay interest on the unpaid principal amount of each Swing Line Loan from the date of such Swing Line Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest with respect to each Swing Line Loan shall be made directly to the Swing Line Lender in Dollars in immediately available funds. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Swing Line Note is one of the Swing Line Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Swing Line Note is also entitled to the benefits of the Guaranty and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Swing Line Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. Swing Line Loans made by the Swing Line Lender shall be evidenced by one or more loan accounts or records maintained by the Swing Line Lender in the ordinary course of business. The Swing Line Lender may also attach schedules to this Swing Line Note and endorse thereon the date, amount and maturity of its Swing Line Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Swing Line Note.

THIS SWING LINE NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

ENGILITY CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

[illegible]

EXHIBIT D
FORM OF
COMPLIANCE CERTIFICATE

Financial Statement Date:

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is 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 Responsible Officer hereby certifies as of the date hereof that he/she is the _____ of the Borrower; and that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on the behalf of the Borrower; and that to the best of his/her knowledge and belief:

[Use following paragraph 1 for fiscal year-end financial statements]

1. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 6.01(a)(i) of the Credit Agreement for the fiscal year of the Borrower ended as of the above date (the “Reported Fiscal Year”), together with the certification of the Borrower’s independent certified public accountant certifying such financial statements without material qualification, as required by Section 6.02 of the Credit Agreement. Such financial statements are complete and correct in all material respects and have been prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by the accountants auditing such financial statements and disclosed therein). [Attached hereto as Schedule 3 is a supplement to the Perfection Questionnaire reflecting any changes to the information set forth therein during the Reported Fiscal Year.] [There has been no change to the information set forth in the Perfection Questionnaire since the date of the Perfection Questionnaire or the latest supplement thereto.]⁶

[Use following paragraph 1 for fiscal quarter-end financial statements]

1. Attached hereto as Schedule 1 are the unaudited financial statements required by Section 6.01(a)(ii) of the Credit Agreement for the fiscal quarter of the Borrower ended as of the above date (the “Reported Fiscal Quarter”). Such financial statements are complete and correct in all material respects and have been prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by the officer preparing such financial statements and disclosed therein), subject to year-end audit adjustments and footnote disclosures.

⁶ Insert whichever of the two preceding sentences is accurate.

2. During the Reported Fiscal [Quarter] [Year]:

(i) no Subsidiary has been formed or acquired (or, if any such Subsidiary has been formed or acquired, the Borrower has complied with the requirements of Section 6.10 of the Credit Agreement with respect thereto);

(ii) he/she has obtained no knowledge of any Default or Event of Default [except as specified below]; and

(iii) the aggregate amount of returns on any Investments received in cash by any Loan Party during the fiscal period described in Paragraph 1 above was \$ and, if the fiscal period described in Paragraph 1 above is a fiscal quarter, the aggregate amount of such returns on any Investments received in cash by any Loan Party in the current fiscal year through the end of such fiscal quarter was \$.

[Insert description of Default or Event of Default]

3. The financial covenant calculations set forth on Schedule 2 attached hereto are true and accurate on and as of the date of this Certificate.

4. Attached hereto as Schedule 4 is a written summary of each new Material Government Contract entered into during the Reported Fiscal Quarter or during the fourth fiscal quarter of the Reported Fiscal Year, as applicable, and, with respect to any Receivables relating to such new Material Government Contracts, the validity, perfection or enforcement of the security interest of the Administrative Agent therein is subject to the Federal Assignment of Claims Act, 31 U.S.C. 3727, the Federal Assignment of Contracts Act, 41 U.S.C. 15 or any similar state or foreign statute, attached to Schedule 4 is all documentation necessary or desirable to ensure the validity, perfection and enforcement of the security interest of the Administrative Agent in such new Material Government Contracts, including, without limitation, executed notices to the applicable Governmental Authority of the security interest of the Administrative Agent therein.

[Use following paragraphs 5 and 6 for fiscal year-end financial statements]

5. The Consolidated Leverage Ratio as of the end of the Reported Fiscal Year was []:1.00. [As such Consolidated Leverage Ratio was greater than 2.50:1.00, the Borrower is required under Section 2.05(b) of the Credit Agreement to prepay an aggregate principal amount of Loans equal to the lesser of (A) 50% of Excess Cash Flow for the Reported Fiscal Year minus optional prepayments of Term Loans and Revolving Credit Loans pursuant to Section 2.05(a) of the Credit Agreement during the Reported Fiscal Year but only to the extent that the Indebtedness so prepaid by its terms cannot be reborrowed or redrawn and such prepayments do not occur in connection with a refinancing of all or any portion of such Indebtedness, and such amount is equal to \$[], and (B) the amount that would have been necessary to reduce the Consolidated Total Leverage Ratio as of the end of the Reported Fiscal Year to 2.50:1.00, and such amount is equal to \$[].]

6. As of the date hereof, the amount of the Available Basket Amount is set forth on Schedule 5 attached hereto.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of , 20 .

⁷ Include bracketed language if the Reported Fiscal Year ended on or after December 31, 2013 and if so, as applicable.

ENGILITY CORPORATION,
a Delaware corporation

By: _____

Name: _____

Title: _____

SCHEDULE 1 TO COMPLIANCE CERTIFICATE

FINANCIAL STATEMENTS

See attached.