

- (iv) the Patent Security Agreement dated as of July 17, 2012 made by the Borrower in favor of the Administrative Agent; and
- (v) the Trademark Security Agreement dated as of July 17, 2012 made by the Borrower and the Subsidiary Guarantor in favor of the Administrative Agent.

The documents described in the foregoing clauses (i) through (v) are collectively referred to herein as the "Credit Documents," and the documents described in the foregoing clauses (iii) through (v) are collectively referred to herein as the "Security Documents." Unless otherwise indicated, capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement. This opinion letter is furnished to you pursuant to Section 4.01(a)(v) of the Credit Agreement.

We have examined the following:

- (i) the Credit Agreement, signed by each Credit Party that is a party thereto, by the Administrative Agent, by the Swing Line Lender, by the L/C Issuer and by the Lenders;
- (ii) each other Credit Document, signed by each Credit Party that is a party thereto;
- (iii) forms of the Notes to be delivered after the date hereof; and
- (iv) unfiled copies of the financing statements listed on Schedule III hereto (the "Delaware Financing Statements"), naming the Credit Parties indicated on such Schedule III as debtors and the Administrative Agent as secured party, which we understand will be filed in the Office of the Secretary of State of the State of Delaware (the "Delaware Filing Office").

In addition, we have examined, and have relied as to matters of fact upon, the documents delivered to you at the closing, and upon originals, or duplicates or certified or conformed copies, of such corporate records, agreements, documents and other instruments and such certificates or comparable documents of public officials and of officers and representatives of the Credit Parties, and have made such other investigations, as we have deemed relevant and necessary in connection with the opinions hereinafter set forth. In such examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents. In addition, we have relied as to certain matters of fact upon the representations made in the Credit Documents.

In addition, we have assumed that (1) the Credit Parties have rights in the Collateral (as defined in the Guarantee and Collateral Agreement) existing on the date hereof and will have rights in property that becomes Collateral after the date hereof and, (2) "value" (as defined in Section 1-201(44) of the Uniform Commercial Code as in effect in the State of New York (the "New York UCC")) has been given by the Lenders to the Credit Parties for the security interests and other rights in the Collateral.

In rendering the opinion set forth in paragraph 4 below with respect to the Notes, we have assumed that at the time of any execution and delivery of Notes after the date hereof, the board of directors of the Borrower (or any committee thereof acting pursuant to authority properly delegated to such committee by such board of directors) has not taken any action to rescind or otherwise reduce the prior authorization of the issuance of such Notes.

Based upon and subject to the foregoing, and subject to the qualifications and limitations set forth herein, we are of the opinion that:

1. Each of the Credit Parties (a) is validly existing and in good standing as a corporation under the law of the State of Delaware, (b) has the corporate power and authority to execute and deliver each of the Credit Documents to which it is a party, and to borrow and perform its obligations thereunder and to grant the security interests to be granted by it pursuant to the Security Documents and (c) has duly authorized, executed and delivered each Credit Document to which it is a party.
2. The execution and delivery by any Credit Party of the Credit Documents to which it is a party, its borrowings in accordance with the terms of the Credit Documents, the performance of its payment obligations thereunder and the granting of the security interests to be granted by it pursuant to the Security Documents (a) will not result in any violation of (1) the certificate of incorporation or by-laws of such Credit Party or (2) assuming that proceeds of borrowings will be used in accordance with the terms of the Credit Agreement, any federal or New York statute or the Delaware General Corporation Law or any rule or regulation issued pursuant to any federal or New York statute or the Delaware General Corporation Law or any order known to us issued by any court or governmental agency or body and (b) will not breach or result in a default under any of the agreements identified on Schedule IV hereto.

3. No consent, approval, authorization, order, filing, registration or qualification of or with any federal or New York governmental agency or body or any Delaware governmental agency or body acting pursuant to the Delaware General Corporation Law is required for the execution and delivery by any Credit Party of the Credit Documents to which it is a party, the borrowings by any Credit Party in accordance with the terms of the Credit Documents, the performance by any Credit Party of its payment obligations under the Credit Documents to which it is a party or the granting of any security interests under the Security Documents, except filings required for the perfection of security interests granted pursuant to the Security Documents and consents, waivers, approvals, filings and registrations described on Schedule 5.03 to the Credit Agreement, all of which have been obtained, filed or made and, to our knowledge, remain in full force and effect.

4. Assuming that each of the Credit Documents is a valid and legally binding obligation of each of the parties thereto (other than the Credit Parties) and assuming that (a) execution, delivery and performance by each Credit Party of the Credit Documents to which it is a party do not violate the laws of any applicable laws (excepting the federal laws of the United States, the law of the State of New York, and the Delaware General Corporation Law) and (b) execution, delivery and performance by each Credit Party of the Credit Documents to which it is a party do not constitute a breach of or default under any agreement or instrument which is binding upon such Credit Party (except that we do not make the assumption in the foregoing clause with respect to the agreements that are the subject of clause (b) of opinion paragraph 2 of this opinion letter), each Credit Document constitutes and each Note delivered to a Lender after the date hereof, assuming the due execution and delivery by the Credit Party that is the maker of such Note, will constitute the valid and legally binding obligation of each Credit Party that is a party thereto, enforceable against such Credit Party in accordance with its terms.

5. To our knowledge there is no action, suit or proceeding now pending before or by any court, arbitrator or governmental agency, body or official to which any Credit Party is a party or to which the business, assets or property of any Credit Party is subject, and no such action, suit or proceeding is threatened to which any Credit Party would be a party or to which the business, assets or property of any Credit Party would be subject, that in either case questions the validity of the Credit Documents.

6. No Credit Party is an "investment company" within the meaning of, and subject to regulation under, the Investment Company Act of 1940, as amended.

7. Assuming that the Borrower will comply with the provisions of the Credit Agreement relating to the use of proceeds, the execution and delivery of the Credit Agreement by the Borrower and each other Credit Party entitled to borrow under the Credit Agreement and the making of the Loans under the Credit Agreement will not violate Regulation T, U or X of the Board of Governors of the Federal Reserve System.

8. Each of the Security Documents creates in favor of the Administrative Agent for the benefit of the Secured Parties a security interest in the Collateral described therein in which a security interest may be created under Article 9 of the New York UCC (the "Security Agreement Article 9 Collateral").

9. The Guarantee and Collateral Agreement creates in favor of the Administrative Agent for the benefit of the Secured Parties a security interest under the New York UCC in the investment property identified on Schedule 2 to the Guarantee and Collateral Agreement (the "Pledged Securities").

10. The Administrative Agent will have a perfected security interest in the Pledged Securities for the benefit of the Secured Parties under the New York UCC upon delivery to the Administrative Agent for the benefit of the Secured Parties in the State of New York of the certificates representing the Pledged Securities in registered form, indorsed in blank by an effective indorsement or accompanied by undated stock powers with respect thereto duly indorsed in blank by an effective indorsement. Assuming neither the Administrative Agent nor any of the Secured Parties has notice of any adverse claim to the Pledged Securities, the Administrative Agent will acquire the security interest in the Pledged Securities for the benefit of the Secured Parties free of any adverse claim.

11. The Administrative Agent will have a perfected security interest for the benefit of the Secured Parties in that portion of the Collateral constituting the U.S. patent registrations and trademark registrations of the Credit Parties listed, and correctly identified, on Schedule 6 to the Guarantee and Collateral Agreement, upon (a) the filing of UCC financing statements under the laws of the jurisdiction in which each such Credit Party is located (as determined in accordance with Section 9-307 of the New York UCC), and (b) the timely filing and recording of the Patent Security Agreement and the Trademark Security Agreement, including Schedule A to each thereof, in the United States Patent and Trademark Office in the manner specified by such office and in accordance with its rules and regulations.

Although we express no opinion as to the law of the State of Delaware (other than the Delaware General Corporation Law), we have reviewed Article 9 of the Uniform Commercial Code in effect in the State of Delaware as set forth in the Commerce Clearing House, Inc.

Secured Transactions Guide as supplemented through July 3, 2012 (the "Delaware UCC") and, based solely on such review, we advise you that (a) the Delaware Financing Statements are in appropriate form for filing in the Delaware Filing Office and (b) upon the filing of the Delaware Financing Statements in the Delaware Filing Office, the Administrative Agent will have a perfected security interest for the benefit of the Secured Parties in that portion of the Security Agreement Article 9 Collateral in which a security interest is perfected by filing a financing statement in the Delaware Filing Office.

Our opinions in paragraphs 4, 8, and 9 above are subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing. Our opinion in paragraph 4 above also is subject to the qualification that certain provisions of the Security Documents may not be enforceable in whole or in part, although the inclusion of such provisions does not render the Security Documents invalid, and the Security Documents and the law of the State of New York contain adequate remedial provisions for the practical realization of the rights and benefits afforded thereby.

Our opinions in paragraphs 8 and 9 and our advice in the second preceding paragraph above, are limited to Article 9 of the New York UCC or the Delaware UCC, as the case may be, and our opinion in paragraph 10 is limited to Articles 8 and 9 of the New York UCC, and, therefore, those opinion and advice paragraphs do not address collateral of a type not subject to Article 8 or 9, as the case may be, of the New York UCC or the Delaware UCC. In addition we express no opinion as to what law governs perfection of the security interests granted in the collateral covered by this opinion letter.

We express no opinion and render no advice with respect to:

(ii) perfection of any security interest in (1) any collateral of a type represented by a certificate of title, (2) any proceeds and (3) any collateral consisting of money or Cash Equivalents;

(iii) perfection of any security interest the priority of which is subject to Section 9-334 of the New York UCC;

(iv) except to the extent expressed in opinion paragraph 10, the priority of any security interest;

(v) the effect of Section 552 of the Bankruptcy Code (11 U.S.C. Section 552) (relating to property acquired by a pledgor after the commencement of a case under the United States Bankruptcy Code with respect to such pledgor) and Section 506(c) of the Bankruptcy Code (11 U.S.C. Section 506(c)) (relating to certain costs and expenses of a trustee in preserving or disposing of collateral);

(vi) the effect of any provision of the Credit Documents that is intended to establish any standard other than a standard set forth in the New York UCC as the measure of the performance by any party thereto of such party's obligations of good faith, diligence, reasonableness or care or of the fulfillment of the duties imposed on any secured party with respect to the maintenance, disposition or redemption of collateral, accounting for surplus proceeds of collateral or accepting collateral in discharge of liabilities;

(vii) the effect of any provision of the Credit Documents that is intended to permit modification thereof only by means of an agreement in writing signed by the parties thereto;

(viii) the effect of any provision of the Credit Documents insofar as it provides that any Person purchasing a participation from a Lender or other Person may exercise set-off or similar rights with respect to such participation or that any Lender or other Person may exercise set-off or similar rights other than in accordance with applicable law;

(ix) the effect of any provision of the Credit Documents imposing penalties or forfeitures;

(x) the enforceability of any provision of the Credit Documents to the extent that such provision constitutes a waiver of illegality as a defense to the performance of contract obligations; and

(xi) the effect of any provision of the Credit Documents relating to indemnification or exculpation in connection with violations of any securities laws or relating to indemnification, contribution or exculpation in connection with willful, reckless or criminal acts or gross negligence of the indemnified or exculpated Person or the Person receiving contribution.

In connection with the provisions of the Credit Documents whereby the parties submit to the jurisdiction of the courts of the United States of America located in the State and County of New York, we note the limitations of 28 U.S.C. Sections 1331 and 1332 on subject matter jurisdiction of the federal courts. In connection with the provisions of the Credit Documents that

relate to forum selection (including, without limitation, any waiver of any objection to venue or any objection that a court is an inconvenient forum), we note that under NYCPLR Section 510 a New York State court may have discretion to transfer the place of trial, and under 28 U.S.C. Section 1404(a) a United States district court has discretion to transfer an action from one federal court to another.

We do not express any opinion herein concerning any law other than the federal law of the United States, the law of the State of New York and the Delaware General Corporation Law.

This opinion letter is rendered to you in connection with the above described transactions. This opinion letter may not be relied upon by you for any other purpose, or relied upon by, or furnished to, any other person, firm or corporation without our prior written consent, except that this opinion letter may be furnished to but may not be relied upon by (i) any purchaser (or potential purchaser) of an interest in or a participation in the Commitments or Loans, (ii) the independent auditors and attorneys of the addressees hereof on the basis that they make no further disclosure, (iii) governmental entities or other regulatory authorities having jurisdiction over the Lenders which require the Lenders to furnish this opinion letter and (iv) Persons involved in a legal proceeding relating to the Commitments or Loans.

Very truly yours,

SIMPSON THACHER & BARTLETT LLP

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**SCHEDULE I**

**THE LENDERS**

Bank of America, N.A.

Barclays Bank PLC

Credit Agricole Corporate & Investment Bank

Regions Bank

Suntrust Bank

Capital One, N.A.

Sumitomo Mitsui Banking Corporation

Manufacturers and Traders Trust Company

PNC Bank, National Association

The Bank of Nova Scotia

California First National Bank



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**SCHEDULE II**

**SUBSIDIARY GUARANTOR**

International Resources Group Ltd., a Delaware corporation

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### SCHEDULE III

#### DELAWARE FINANCING STATEMENTS

The following financing statements on form UCC-1, naming the Person listed below as debtor and the Administrative Agent as secured party for the benefit of the Secured Parties, to be filed in the offices listed opposite the name of such party:

<u>Debtor</u>	<u>Filing Office</u>
Engility Holdings, Inc.	Office of the Secretary of State of the State of Delaware
Engility Corporation	Office of the Secretary of State of the State of Delaware
International Resources Group Ltd.	Office of the Secretary of State of the State of Delaware