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## H. Corporate Ownership and Organizational Structure.

Attached as Exhibit A hereto is a true and correct chart showing the ownership relationship of the Borrower and all of its affiliates after giving effect to the Spin-Off (as defined in the Credit Agreement).

## II. INFORMATION REGARDING CERTAIN COLLATERAL

### A. Investment Related Property

1. **Equity Interests.** Set forth below is a list of all equity interests owned by the Borrower and each Grantor together with the type of organization which issued such equity interests (e.g. corporation, limited liability company, partnership or trust):

<u>Borrower/ Grantor</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u>% of Shares owned by Borrower/Grantor</u>	<u>% of Interest Pledged</u>	<u>Certificate No. (if uncertificated, please indicate so)</u>	<u>Par Value</u>
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2. **Securities Accounts.** Set forth below is a list of all securities accounts in which the Borrower or any other Grantor customarily maintains securities or other assets having an aggregate value in excess of \$50,000:

<u>Borrower/Grantor</u>	<u>Type of Account</u>	<u>Name &amp; Address of Financial Institutions</u>
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3. **Deposit Accounts.** Set forth below is a list of all bank accounts (checking, savings, money market or the like) in which the Borrower or any other Grantor customarily maintains in excess of \$50,000:

<u>Borrower/Grantor</u>	<u>Type of Account</u>	<u>Account Number</u>	<u>Name &amp; Address of Financial Institutions</u>
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4. **Debt Securities & Instruments.** Set forth below is a list of all debt securities and instruments owed to the Borrower or any other Grantor in the principal amount of greater than \$50,000:

<u>Borrower/Grantor</u>	<u>Issuer of Instrument</u>	<u>Principal Amount of Instrument</u>	<u>Maturity Date</u>
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**B. Intellectual Property.** Set forth below is a list of all U.S. copyright registrations and applications, U.S. patents and patent applications, and U.S. trademark registrations and applications, all licenses thereof and other material U.S. intellectual property owned or used, or hereafter adopted, held or used, by the Borrower and each other Grantor:

**1. Copyrights, Copyright Applications and Copyright Licenses**

<u>Borrower/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
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**2. Patents, Patent Applications and Patent Licenses**

<u>Borrower/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
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**3. Trademarks, Trademark Applications and Trademark Licenses**

<u>Borrower/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
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**C. Tangible Personal Property in Possession of Warehousemen, Bailees and Other Third Parties.** Except as set forth below, no persons (including, without limitation, warehousemen and bailees) other than the Borrower or any other Grantor have possession of any material amount (fair market value of \$50,000 or more) of tangible personal property of the Borrower or any other Grantor:

<u>Borrower/Grantor</u>	<u>Address/City/State/Zip Code</u>	<u>County</u>	<u>Description of Assets and Value</u>
None.			

**D. Tangible Personal Property in Former Article 9 Jurisdictions and Canada.** Set

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forth below are all the locations within the Commonwealth of Puerto Rico and any Province of Canada where the Borrower or any other Grantor currently maintains or has maintained any material amount (fair market value of \$50,000 or more) of its tangible personal property (including goods, inventory and equipment) of such Borrower or any other Grantor (whether or not in the possession of such Borrower or any other Grantor) within the past five (5) years:

Borrower/Grantor

Address/City/Province or  
Commonwealth

**E. Real Estate Related UCC Collateral**

**1. Fixtures.** Set forth below are all the locations where the Borrower or any other Grantor owns any real property or, to the extent the aggregate remaining rent payments due under any lease exceed \$2,000,000, any real property subject to such lease:

Borrower/Grantor

Address/City/State/Zip Code

County

Owned or  
Leased

**2. “As Extracted” Collateral.** Set forth below are all the locations where the Borrower or any other Grantor owns, leases or has an interest in any wellhead or minehead:

Borrower/Grantor

Address/City/State/Zip Code

County

**3. Timber to be Cut.** Set forth below are all locations where the Borrower or any other Grantor owns goods that are timber to be cut:

Borrower/Grantor

Address/City/State/Zip Code

County

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### **III. AUTHORITY TO FILE FINANCING STATEMENTS**

3. The undersigned, on behalf of the Borrower and each other Grantor, hereby authorizes the Administrative Agent to file financing or continuation statements, and amendments thereto, in all jurisdictions and with all filing offices as the Administrative Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted or to be granted to the Administrative Agent under the Credit Agreement and each other Loan Document (as defined in the Credit Agreement). Such financing statements may describe the collateral in the same manner as described in the Guarantee and Collateral Agreement (as defined in the Credit Agreement) or may contain an indication or description of collateral that describes such property in any other manner as the Administrative Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the collateral granted to the Administrative Agent, including, without limitation, describing such property as “all assets” or “all personal property.”

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4. IN WITNESS WHEREOF, the undersigned hereto has caused this Perfection Questionnaire to be executed as of the date first written above by its officer thereunto duly authorized.

ENGILITY CORPORATION

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

Name:

Title: