UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

HUNTINGTON INGALLS INDUSTRIES, INC.*
(Exact name of registrant as specified in its charter)

* The co-registrants listed on the next page are also included in this registration statement as additional registrants.

Delaware 3730 90-0607005
(State or other jurisdiction of (Primary Standard Industrial (L.R.S. Employer
incorporation or organization) Classification Code Number) Identification Number)

4101 Washington Avenue
Newport News, VA 23607
(757) 380-2000
(Address, including zip code, and telephone number, including area code, of registrant’s principal executive offices)

Chad N. Boudreaux
Executive Vice President and Chief Legal Officer
Huntington Ingalls Industries, Inc.
4101 Washington Avenue
Newport News, VA 23607
(757) 380-2000
(Name, Address, including zip code, and telephone number, including area code, of agent for service)

Copy to:
Erika L. Robinson
Lillian C. Brown
Wilmer Cutler Pickering Hale and Dorr LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007
(212) 230-8800
Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective and on the consummation of the business combination described in the enclosed proxy statement/prospectus/information statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒
Accelerated filer ☐
Non-accelerated filer ☐
Smaller reporting company ☐
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:
☐ Exchange Act Rule 13e-4(i) (Cross Border Issuer Tender Offer)
☐ Exchange Act Rule 14d-1(d) (Cross Border Third-Party Tender Offer)

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**CALCULATION OF REGISTRATION FEE**

<table>
<thead>
<tr>
<th>Title of Each Class of Securities to be Registered</th>
<th>Amount to Be Registered</th>
<th>Proposed Maximum Offering Price Per Unit</th>
<th>Proposed Maximum Aggregate Offering Price (1)</th>
<th>Amount of Registration Fee</th>
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<tr>
<td>3.844% Senior Notes due 2025</td>
<td>$500,000,000</td>
<td>100%</td>
<td>$500,000,000</td>
<td>$54,550</td>
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<td>Guarantees of 3.844% Senior Notes due 2025(2)</td>
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<tr>
<td>4.200% Senior Notes due 2030</td>
<td>$500,000,000</td>
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<td>Guarantees of 4.200% Senior Notes due 2030(2)</td>
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<td>—</td>
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(1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(f) under the Securities Act of 1933, as amended (the “Securities Act”).

(2) Pursuant to Rule 457(n) under the Securities Act, no separate fee is payable with respect to the guarantees.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.
The following subsidiaries of Huntington Ingalls Industries, Inc. are Registrant Guarantors:

<table>
<thead>
<tr>
<th>Exact Name of Registrant Guarantor as specified in its Charter</th>
<th>State of Organization</th>
<th>I.R.S. Employer Identification Number</th>
<th>Standard Industrial Classification Number</th>
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<tr>
<td>Fleet Services Holding Corp.</td>
<td>DE</td>
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<td>Fulcrum IT Services, LLC</td>
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<td>HII Energy Inc.</td>
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<td>HII Fleet Support Group LLC</td>
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<td>HII Mechanical Inc.</td>
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<td>HII Mission Driven Innovative Government Solutions Inc.</td>
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<td>HII Nuclear Inc.</td>
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<td>Huntington Ingalls Engineering Services, Inc.</td>
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<td>Huntington Ingalls Incorporated</td>
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<td>Huntington Ingalls Industries Energy and Environmental Services, Inc.</td>
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<td>The PTR Group, LLC</td>
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<td>Universal Ensco, Inc.</td>
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<td>UP International, Inc.</td>
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<td>UP Support Services, Inc.</td>
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<td>Veritas Analytics, Inc.</td>
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<td>54-1932458</td>
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* The address for each of the Registrant Guarantors is c/o Huntington Ingalls Industries, Inc., 4101 Washington Avenue, Newport News, Virginia 23607.
We are offering $500,000,000 aggregate principal amount of new 3.844% Senior Notes due 2025 (the “New 2025 Notes”) in exchange for an equal amount of outstanding 3.844% Senior Notes due 2025 (the “Old 2025 Notes” and, together with the New 2025 Notes, the “2025 Notes”) and $500,000,000 aggregate principal amount of new 4.200% Senior Notes due 2030 (the “New 2030 Notes”) in exchange for an equal amount of outstanding 4.200% Senior Notes due 2030 (the “Old 2030 Notes” and, together with the New 2030 Notes, the “2030 Notes”). We refer to the Old 2025 Notes and the Old 2030 Notes collectively in this prospectus as the “Old Notes.” We refer to the New 2025 Notes and the New 2030 Notes collectively in this prospectus as the “New Notes.”

- The exchange offer expires at 5:00 p.m., New York City time, on November 10, 2020, unless extended (the date and time referred to herein as the “expiration date”). We do not currently intend to extend the expiration date.
- Tenders of Old Notes may be withdrawn at any time prior to the expiration date.
- All Old Notes that are validly tendered and not validly withdrawn will be exchanged.
- The exchange of Old Notes for New Notes generally will not be a taxable exchange for U.S. federal income tax purposes.
- We will not receive any proceeds from the exchange offer.
- The terms of the New Notes to be issued in the exchange offer are substantially the same as the terms of the Old Notes, except that the offer of the New Notes is registered under the Securities Act, and the New Notes have no transfer restrictions, rights to additional interest or registration rights.
- The New Notes will not be listed on any securities exchange. A public market for the New Notes may not develop, which could make selling the New Notes difficult.

Investing in the New Notes to be issued in the exchange offer involves certain risks. See “Risk Factors” beginning on page 8.

We are not making an offer to exchange New Notes for Old Notes in any jurisdiction where the offer is not permitted. Neither the Securities and Exchange Commission (the “SEC”) nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.
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INDUSTRY AND MARKET DATA

We obtained the market and competitive position data included in this prospectus and the documents incorporated by reference in this prospectus from our own research, surveys or studies conducted by third parties and industry or general publications. Industry publications and third-party surveys and studies generally state that they have obtained information from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. While we believe that each of these surveys, studies and publications is reliable, we have not independently verified such data and we do not make any representation as to the accuracy of such information. Similarly, we believe our internal research is reliable, but it has not been verified by any independent sources.

PRESENTATION OF FINANCIAL AND OPERATING INFORMATION

In this prospectus, we disclose non-GAAP financial measures, including segment operating income and free cash flow, which are derived on the basis of methodologies other than generally accepted accounting principles in the United States (“GAAP”). In “Summary Condensed Consolidated Financial Data” included in this prospectus, we provide reconciliations of segment operating income to total operating income and free cash flow to net cash provided by (used in) operating activities. The non-GAAP financial measures described in this prospectus are not a substitute for the GAAP measures of earnings or liquidity. We believe that these non-GAAP financial measures are widely used by investors and are useful indicators to measure our current and period-to-period performance. We use segment operating income and free cash flow as key operating metrics in assessing the performance of our business and as key performance measures in evaluating management performance and determining incentive compensation. We use segment operating income to evaluate our core operating performance and believe it reflects an additional way of viewing aspects of our operations that, when viewed with our GAAP results, provides a more complete understanding of factors and trends affecting our business. In addition, we believe free cash flow is an important measure for our investors because it provides investors insight into our ability to generate cash from continuing operations. Because not all companies use identical calculations, our presentation of segment operating income and free cash flow may not be comparable to similarly titled measures of other companies.
FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference include “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. These statements are based on current expectations, estimates, forecasts and projections about the industry in which we operate and the beliefs and assumptions of our management. Words such as “expects,” “anticipates,” “targets,” “goals,” “projects,” “intends,” “plans,” “believes,” “seeks,” “estimates,” “continues,” and “may” and variations of such words and similar expressions are intended to identify such forward-looking statements. Forward-looking statements involve risks and uncertainties that could cause our actual results to differ materially from those expressed in these statements. Among the factors that could cause actual results to differ materially are the risks and uncertainties described under the “Summary” and “Risk Factors” captions of this prospectus and those described in the section captioned “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2019 and our Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2020, June 30, 2020 and September 30, 2020, which are incorporated by reference in this prospectus, including the following:

- Changes in government and customer priorities and requirements (including government budgetary constraints, shifts in defense spending, and changes in customer short-range and long-range plans);
- Our ability to estimate our future contract costs and perform our contracts effectively;
- Changes in procurement processes and government regulations and our ability to comply with such requirements;
- Our ability to deliver our products and services at an affordable life cycle cost and compete within our markets;
- Natural and environmental disasters and political instability;
- Our ability to execute our strategic plan, including with respect to share repurchases, dividends, capital expenditures, and strategic acquisitions;
- Adverse economic conditions in the United States and globally;
- Health epidemics, pandemics and similar outbreaks, including the COVID-19 pandemic;
- Changes in key estimates and assumptions regarding our pension and retiree health care costs;
- Security threats, including cyber security threats, and related disruptions; and
- Other risk factors discussed herein and in our other filings with the SEC.

There may be other risks and uncertainties that we are unable to predict at this time or that we currently do not expect to have a material adverse effect on our business, and we undertake no obligation to update or revise any forward-looking statements. You should not place undue reliance on any forward-looking statements that we may make.
This summary highlights information contained in this prospectus and provides an overview of our company. For a more complete understanding of our business, you should read the entire prospectus and the documents incorporated by reference in this prospectus carefully, particularly the discussion set forth under “Risk Factors” in this prospectus, and our consolidated financial statements and the respective notes to those statements incorporated by reference herein.

Our Company

Huntington Ingalls Industries, Inc. ("HII", the “Company”, “we”, “us”, or “our”) is America’s largest military shipbuilding company and a provider of professional services to partners in government and industry. For more than a century, our Ingalls Shipbuilding segment (“Ingalls”) in Mississippi and Newport News Shipbuilding segment (“Newport News”) in Virginia have built more ships in more ship classes than any other U.S. naval shipbuilder. We also provide a range of services to the governmental, energy, and oil and gas markets through our Technical Solutions segment. Headquartered in Newport News, Virginia, HII employs approximately 42,000 people domestically and internationally.

We conduct most of our business with the U.S. Government, primarily the Department of Defense. As prime contractor, principal subcontractor, team member, or partner, we participate in many high-priority U.S. defense programs. Ingalls includes our non-nuclear ship design, construction, repair, and maintenance businesses. Newport News includes all of our nuclear ship design, construction, overhaul, refueling, and repair and maintenance businesses. Our Technical Solutions segment provides mission critical solutions, including defense and federal, nuclear and environmental, and oil and gas services and unmanned systems.

Our principal executive offices are located at 4101 Washington Avenue, Newport News, Virginia 23607, and our telephone number is (757) 380-2000.
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**Summary of the Exchange Offer**

**Background**

On March 30, 2020, we issued $500,000,000 aggregate principal amount of Old 2025 Notes and $500,000,000 aggregate principal amount of Old 2030 Notes in a private offering. In connection with that offering, we entered into a registration rights agreement (as defined in “Description of the Exchange Offer”) in which we agreed, among other things, to complete this exchange offer. Under the terms of the exchange offer, you are entitled to exchange Old 2025 Notes for New 2025 Notes and Old 2030 Notes for New 2030 Notes evidencing the same indebtedness and with substantially identical terms to the corresponding series of Old Notes. You should read the discussion under the heading “Description of the Notes” for further information regarding the New Notes.

**The Exchange Offer**

We are offering to exchange New Notes for a like principal amount of the corresponding series of Old Notes validly tendered and accepted.

The New 2025 Notes will bear interest at 3.844% per annum and the New 2030 Notes will bear interest at 4.200% per annum. Interest on the New Notes will accrue from the most recent date to which interest has been paid or duly provided for on the Old Notes. Interest is payable on November 1 and May 1 of each year. We will not pay any accrued and unpaid interest on the Old Notes that we acquire in the exchange offer. Any Old Notes not exchanged will remain outstanding and continue to accrue interest according to their terms.

As of the date of this prospectus, $500,000,000 aggregate principal amount of the Old 2025 Notes are outstanding and $500,000,000 aggregate principal amount of the Old 2030 Notes are outstanding.

**Denominations of New Notes**

Tendering holders of Old Notes must tender Old Notes in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. New Notes will be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

**Expiration Date**

The exchange offer will expire at 5:00 p.m., New York City time, on , 2020, unless we extend or terminate the exchange offer, in which case “expiration date” will mean the latest date and time to which we extend the exchange offer. We do not currently intend to extend the expiration date.

**Settlement Date**

The settlement date of the exchange offer will be promptly after the expiration date of the exchange offer.

**Withdrawal of Tenders**

Tenders of Old Notes may be withdrawn at any time prior to the expiration date.

**Conditions to the Exchange Offer**

Our obligation to consummate the exchange offer is subject to certain customary conditions, which we may assert or waive. See “Description of the Exchange Offer—Conditions to the Exchange Offer.”

**Procedures for Tendering**

If you hold Old Notes through The Depository Trust Company (“DTC”) and wish to participate in the exchange offer, you may follow the automatic tender offer program (“ATOP”) procedures established by DTC for tendering the Old Notes that are held in book-entry form. The
ATOP procedures require (i) that the exchange agent receive, prior to the expiration date of the exchange offer, a computer-generated message known as an “agent’s message” that is transmitted through ATOP and (ii) that DTC confirm that:

- DTC has received instructions to exchange your Old Notes; and
- you agree to be bound by the terms of the letter of transmittal.

For more details, please read “Description of the Exchange Offer—Terms of the Exchange Offer” and “Description of the Exchange Offer—Procedures for Tendering.” If you elect to have Old Notes exchanged pursuant to this exchange offer, you must properly tender your Old Notes prior to the expiration date. All Old Notes validly tendered and not properly withdrawn will be accepted for exchange. Old Notes may be exchanged only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. If you wish to accept and participate in this exchange offer and you cannot get your required documents to the exchange agent on time, you must send all of the items required by the guaranteed delivery procedures described below.

### Guaranteed Delivery Procedures

If you wish to tender your Old Notes and:

- your Old Notes are not immediately available;
- you are unable to deliver on time your Old Notes, the letter of transmittal or any other document that you are required to deliver to the exchange agent; or
- you cannot complete the procedures for delivery by book-entry transfer on time,

then you may tender your Old Notes according to the guaranteed delivery procedures that are discussed in the letter of transmittal and in “Description of the Exchange Offer—Procedures for Tendering—Guaranteed Delivery Procedures.”

### Consequences of Failure to Exchange

If we complete the exchange offer and you do not participate in it, then:

- your Old Notes will continue to be subject to the existing restrictions upon their transfer;
- certain interest rate provisions will no longer apply to your Old Notes;
- we will have no further obligation to provide for the registration under the Securities Act of those Old Notes except under certain limited circumstances; and
- the liquidity of the market for your Old Notes could be adversely affected.

### Taxation

The exchange pursuant to the exchange offer generally will not be a taxable event for U.S. federal income tax purposes. See “Certain U.S. Federal Income Tax Considerations” in this prospectus.

### Use of Proceeds

We will not receive any cash proceeds from the issuance of the New Notes in this exchange offer.

### Exchange Agent

Wells Fargo Bank, National Association is the exchange agent for the exchange offer.
Summary of the New Notes

The New Notes will be substantially identical to the Old Notes, except that the New Notes will be registered under the Securities Act and will not have restrictions on transfer, rights to additional interest or registration rights. The New Notes will evidence the same debt as the Old Notes, and the same indenture will govern the New Notes and the Old Notes.

The following summary is provided solely for your convenience. The summary is not intended to be complete. You should read the full text and more specific details contained elsewhere in this prospectus. For a more detailed description of the Notes, see “Description of the Notes.”

Issuer
Huntington Ingalls Industries, Inc.

Securities Offered
$500,000,000 aggregate principal amount of 3.844% Senior Notes due May 1, 2025; and
$500,000,000 aggregate principal amount of 4.200% Senior Notes due May 1, 2030.

Maturity
New 2025 Notes: May 1, 2025
New 2030 Notes: May 1, 2030

Interest
Interest will be payable in cash on May 1 and November 1 of each year.

Optional Redemption
At any time prior to April 1, 2025, in the case of the 2025 Notes, and February 1, 2030, in the case of the 2030 Notes (each such date, a “par call date”), we have the option to redeem the respective series of New Notes, in whole at any time or in part from time to time, at a price equal to 100% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest, if any, to, but excluding, the applicable redemption date, plus a “make-whole” premium as set forth under “Description of the Notes—Optional Redemption.”

On and after the applicable par call date, we will have the option to redeem the respective series of New Notes, in whole at any time or in part from time to time, at a price equal to 100% of the principal amount of the New Notes being redeemed, plus accrued and unpaid interest, if any, to, but excluding, the applicable redemption date.

Change of Control
Upon a change of control triggering event (as defined in “Description of the Notes”), we will be required to make an offer to purchase the New Notes as well as the Old Notes. The purchase price will equal 101% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to, but excluding, the date of purchase. We may not have sufficient funds available at the time of any change of control triggering event to make any required debt repayment (including repurchases of the Notes). See “Risk Factors—Risks Relating to the Notes—The Notes are subject to a change of control provision, and we may not have the ability to raise the funds necessary to fulfill our obligations under the New Notes following a change of control triggering event.

Guarantees
The New Notes will be fully and unconditionally guaranteed by each of our existing and future domestic subsidiaries that guarantees debt under our Credit Facilities (as defined in “Description of Material Indebtedness—Credit Facilities”) and, subject to certain exceptions, by any wholly owned domestic subsidiary that incurs or guarantees debt.
under any Credit Facility (as defined in “Description of the Notes”). The subsidiary guarantees will rank equally in right of payment with all other unsubordinated indebtedness of the subsidiary guarantors but will be effectively junior to all of the guarantors’ existing and future secured indebtedness to the extent of the value of the assets securing that indebtedness.

### Ranking

The New Notes and the subsidiary guarantees will be unsecured senior obligations and will rank:

- senior in right of payment to all of our and our subsidiary guarantors’ future senior subordinated and subordinated indebtedness;
- equally in right of payment with any of our and our subsidiary guarantors’ existing and future unsubordinated indebtedness, including the Old Notes and our Credit Facilities;
- effectively junior to all of our and our subsidiary guarantors’ secured indebtedness to the extent of the value of the assets securing such indebtedness; and
- structurally junior to all of the obligations, including trade payables, of any of our subsidiaries that do not guarantee the New Notes.

As of September 30, 2020, on an actual basis, we had $2.278 billion of total debt, $1.734 billion of unutilized capacity under our Credit Facilities and approximately $16 million of issued but undrawn letters of credit. See “Description of Material Indebtedness.”

### Certain Covenants

The terms of the New Notes restrict our ability to:

- incur certain debt secured by liens or enter into certain sale and leaseback transactions; and
- effect a consolidation or merger.

However, these limitations will be subject to a number of important qualifications and exceptions. See “Description of the Notes.”

### Use of Proceeds

We will not receive any proceeds from the exchange offer.

### No Established Trading Market

The New Notes will be a new issue of securities with no established trading market. The New Notes will not be listed on any securities exchange or on any automated dealer quotation system. We cannot assure you that an active or liquid trading market for the New Notes will develop. If an active or liquid trading market for the New Notes does not develop, the market price and liquidity of the New Notes may be adversely affected.

### Form and Denominations

The New Notes will be issued in minimum denominations of $2,000 and integral multiples of $1,000. The New Notes will be book-entry only and registered in the name of a nominee of DTC.

### Risk Factors

Investing in the New Notes involves substantial risks and uncertainties. See “Risk Factors” and other information included or incorporated by reference in this prospectus for a discussion of factors you should carefully consider before deciding to participate in the exchange offer.

### Trustee, Registrar and Paying Agent

Wells Fargo Bank, National Association

### Governing Law

The New Notes and the guarantees will be governed by the laws of the State of New York.
SUMMARY CONDENSED CONSOLIDATED FINANCIAL DATA

The following summary historical consolidated financial and other data should be read in conjunction with the consolidated financial statements and the related notes incorporated by reference into this prospectus. The following tables set forth the summary historical consolidated financial and other data as of the dates and for the periods indicated. The summary historical condensed consolidated financial data for the nine months ended September 30, 2020 and 2019 has been derived from our unaudited consolidated financial statements incorporated by reference into this prospectus. The summary historical condensed consolidated financial data as of December 31, 2019 and 2018, and for each of the three years in the three-year period ended December 31, 2019 presented in the tables below, has been derived from our audited consolidated financial statements incorporated by reference into this prospectus. The summary historical condensed consolidated financial data as of December 31, 2016 and 2015 and for each of the years in the two-year period ended December 31, 2016 presented in the tables below has been derived from certain of our audited and unaudited consolidated financial statements that are not incorporated by reference into this prospectus and should be read in conjunction with such financial statements and the notes thereto. Historical results are not necessarily indicative of the results to be expected for future periods.

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total sales and service revenues</td>
<td>$6,604</td>
<td>$6,487</td>
<td>$8,899</td>
<td>$8,176</td>
<td>$7,441</td>
<td>$7,068</td>
</tr>
<tr>
<td>Total cost of sales and service revenues</td>
<td>6,110</td>
<td>5,937</td>
<td>8,163</td>
<td>7,225</td>
<td>6,560</td>
<td>6,192</td>
</tr>
<tr>
<td>Operating income</td>
<td>494</td>
<td>550</td>
<td>736</td>
<td>951</td>
<td>881</td>
<td>876</td>
</tr>
<tr>
<td>Interest expense(1)</td>
<td>(68)</td>
<td>(52)</td>
<td>(70)</td>
<td>(58)</td>
<td>(94)</td>
<td>(74)</td>
</tr>
<tr>
<td>Other non-operating income (expense)</td>
<td>81</td>
<td>13</td>
<td>17</td>
<td>78</td>
<td>(15)</td>
<td>(18)</td>
</tr>
<tr>
<td>Earnings before income taxes</td>
<td>507</td>
<td>511</td>
<td>683</td>
<td>971</td>
<td>772</td>
<td>784</td>
</tr>
<tr>
<td>Federal and foreign income taxes</td>
<td>60</td>
<td>111</td>
<td>134</td>
<td>135</td>
<td>293</td>
<td>211</td>
</tr>
<tr>
<td>Net earnings</td>
<td>447</td>
<td>400</td>
<td>549</td>
<td>836</td>
<td>479</td>
<td>573</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>744</td>
<td>32</td>
<td>75</td>
<td>240</td>
<td>701</td>
<td>720</td>
</tr>
<tr>
<td>Working capital(2)</td>
<td>(96)</td>
<td>43</td>
<td>(180)</td>
<td>(324)</td>
<td>103</td>
<td>79</td>
</tr>
<tr>
<td>Total assets</td>
<td>8,445</td>
<td>7,184</td>
<td>7,031</td>
<td>6,383</td>
<td>6,374</td>
<td>6,352</td>
</tr>
<tr>
<td>Total debt</td>
<td>2,278</td>
<td>1,549</td>
<td>1,286</td>
<td>1,283</td>
<td>1,279</td>
<td>1,278</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Backlog</td>
<td>$45,348</td>
<td>$39,228</td>
<td>$46,494</td>
<td>$22,995</td>
<td>$21,367</td>
<td>$20,735</td>
</tr>
<tr>
<td>Depreciation and amortization(3)</td>
<td>177</td>
<td>161</td>
<td>227</td>
<td>203</td>
<td>205</td>
<td>186</td>
</tr>
<tr>
<td>Net cash provided by (used in) operating activities</td>
<td>491</td>
<td>330</td>
<td>896</td>
<td>914</td>
<td>814</td>
<td>822</td>
</tr>
<tr>
<td>Dividends per share</td>
<td>3.09</td>
<td>2.58</td>
<td>3.61</td>
<td>3.02</td>
<td>2.52</td>
<td>2.10</td>
</tr>
<tr>
<td>Capital expenditures(4)</td>
<td>203</td>
<td>278</td>
<td>436</td>
<td>402</td>
<td>361</td>
<td>285</td>
</tr>
<tr>
<td>Segment operating income(5)</td>
<td>313</td>
<td>458</td>
<td>631</td>
<td>663</td>
<td>688</td>
<td>715</td>
</tr>
<tr>
<td>Free cash flow(6)</td>
<td>288</td>
<td>52</td>
<td>460</td>
<td>512</td>
<td>453</td>
<td>537</td>
</tr>
</tbody>
</table>

(1) Interest expense includes amortization of deferred financing fees.
(2) Working capital calculation excludes cash.
(3) Depreciation and amortization excludes amortization of deferred financing fees.

- 6 -
(4) Capital expenditures are presented net of grant proceeds for capital expenditures.

(5) Segment operating income is a non-GAAP financial measure, defined as operating income for the relevant segment(s) before the Operating FAS/CAS Adjustment and non-current state income taxes. The Operating FAS/CAS Adjustment is defined as the difference between the service cost component of our pension and other postretirement expense determined in accordance with GAAP and our pension and other postretirement expense under U.S. Cost Accounting Standards (CAS). Our pension and postretirement plan expense is charged to our contracts under CAS and included in segment operating income. We provide below a reconciliation of operating income to segment operating income.

We provide below a reconciliation of operating income to segment operating income.

<table>
<thead>
<tr>
<th></th>
<th>Nine Months Ended September 30, 2020</th>
<th>Year Ended December 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Income</td>
<td>494</td>
<td>736</td>
</tr>
<tr>
<td></td>
<td>550</td>
<td>951</td>
</tr>
<tr>
<td>Non-segment factors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>affecting operating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating FAS/CAS</td>
<td>(186)</td>
<td>(124)</td>
</tr>
<tr>
<td>adjustment</td>
<td></td>
<td>(290)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(205)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(163)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(109)</td>
</tr>
<tr>
<td>Non-current state</td>
<td>5</td>
<td>19</td>
</tr>
<tr>
<td>income taxes</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Segment Operating</td>
<td>$ 313</td>
<td>$ 631</td>
</tr>
<tr>
<td>income</td>
<td>$ 458</td>
<td>$ 688</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 715</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 667</td>
</tr>
</tbody>
</table>

(6) Free cash flow is a non-GAAP financial measure and represents net cash provided by (used in) operating activities less capital expenditures net of related grant proceeds.

We provide below a reconciliation of cash flow from operating activities to free cash flow.

<table>
<thead>
<tr>
<th></th>
<th>Nine Months Ended September 30, 2020</th>
<th>Year Ended December 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net cash provided by</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(used in) operating</td>
<td>$ 491</td>
<td>$ 896</td>
</tr>
<tr>
<td>activities</td>
<td>$ 330</td>
<td>$ 914</td>
</tr>
<tr>
<td>Less capital expenditures</td>
<td></td>
<td>$ 814</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 822</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 861</td>
</tr>
<tr>
<td>Capital expenditure</td>
<td>(220)</td>
<td>(530)</td>
</tr>
<tr>
<td>additions</td>
<td>(349)</td>
<td>(463)</td>
</tr>
<tr>
<td>Grant proceeds for</td>
<td></td>
<td>(382)</td>
</tr>
<tr>
<td>capital expenditures</td>
<td></td>
<td>(285)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(188)</td>
</tr>
<tr>
<td>Free cash flow</td>
<td>288</td>
<td>$ 460</td>
</tr>
<tr>
<td></td>
<td>$ 52</td>
<td>$ 512</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 453</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 537</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 673</td>
</tr>
</tbody>
</table>
RISK FACTORS

Participating in the exchange offer and an investment in the New Notes involves risks and uncertainties. There are a number of factors associated with our business that could affect your decision whether to invest in the New Notes. The following discussion describes the material risks currently known to us. However, additional risks that we do not know about or that we currently view as immaterial may also impair our business or adversely affect the Notes. You should carefully consider each of the following risks, which we believe are the principal risks that we face and of which we are currently aware, and all of the other information in this prospectus before making a decision to invest in the New Notes.

Except where otherwise indicated, the following risks apply to the outstanding Old Notes and will apply equally to the New Notes. We refer to the Old Notes and the New Notes collectively as the “Notes.”

Risks Relating to our Business

Risks relating to our business are described under Part I, Item 1A of the subsection entitled “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2019 and Part II, Item 1A of the subsection entitled “Risk Factors” in our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2020, June 30, 2020 and September 30, 2020, and are incorporated herein by reference.

Risks Relating to the Notes

Our debt exposes us to certain risks and we can incur substantially more debt, which may increase these risks.

As of September 30, 2020, we had $2.278 billion of total debt, including the Old Notes, our 5.000% senior Notes due 2025 (the “5.000% 2025 Notes”), our 3.483% senior Notes due 2027 (the “2027 Notes”), and our outstanding Mississippi IRBs and GoZone IRBs (each as defined under “Description of Material Indebtedness”). As of September 30, 2020, we had $1.734 billion of unutilized borrowing capacity under our Credit Facilities. Our $1.250 billion 2017 Credit Facility (as defined under “Description of Material Indebtedness”) also permits us to solicit lenders to provide incremental revolving loan commitments, up to two new tranches of revolving credit facilities and/or new tranches of term loans in an aggregate amount not to exceed $1.0 billion. In addition, to the extent we determine it is advisable to obtain additional liquidity to support our working capital needs, capital expenditures, acquisitions and investments, service debt, pay taxes, fund pension plans and support other business needs, we may borrow additional amounts under our commercial paper program or the Credit Facilities, enter into new credit facilities or issue additional debt in the capital markets.

Our Credit Facilities contain certain restrictions on our and our subsidiaries’ ability to incur additional debt. These restrictions are subject to a number of qualifications and exceptions, and we could incur substantial amounts of debt in compliance with such restrictions. See “Description of Material Indebtedness.” The indenture governing the Notes, like the indenture governing our 2027 Notes, does not limit the incurrence of debt by us or our subsidiaries, including additional secured debt (subject to the specified limitations on the incurrence of certain liens securing such debt and the requirement in certain cases that subsidiaries incurring or guaranteeing such debt also guarantee the Notes).

The amount of our existing debt, combined with our ability to incur significant amounts of debt in the future, could have important consequences, including: making it more difficult for us to satisfy our obligations with respect to the Notes; increasing our vulnerability to adverse economic or industry conditions; requiring us to dedicate a portion of our cash flow from operations to payments on our debt, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes; increasing our vulnerability to, and limiting our flexibility in planning for, or reacting to, changes in our business or the industry in which we operate; exposing us to the risk of increased interest rates as borrowings under our Credit Facilities.
We are subject to restrictive covenants in our Credit Facilities.

Our Credit Facilities limit, and any future indebtedness that we incur may further limit, our ability, among other things, to:

- incur additional debt;
- incur certain debt secured by liens;
- enter into sale and leaseback transactions;
- consolidate, merge or sell or otherwise dispose of all or substantially all of our assets;
- make restricted payments; or
- engage in any business other than the permitted business.

Our Credit Facilities also require that we not exceed a maximum total leverage ratio. See “Description of Material Indebtedness—Credit Facilities.”

These restrictions may restrict our financial flexibility, limit strategic initiatives, restrict our ability to grow or limit our ability to respond to competitive changes. As a result of these restrictions, we will be limited in the manner in which we can conduct our business, and we may be unable to engage in favorable business activities or finance future operations or capital needs. Accordingly, these restrictions may limit our ability to successfully execute our strategy and operate our business.

The indenture that governs the Notes and the indenture governing our 2027 Notes contain only limited covenants.

The indenture that governs the Notes, like the indenture governing our 2027 Notes, contains limited covenants, including those restricting our ability to incur certain debt secured by certain liens, to enter into certain sale and leaseback transactions and to effect a consolidation or merger. The covenants in the indenture that governs the Notes, like the indenture governing our 2027 Notes, allow us and our subsidiaries to incur liens securing a significant amount of debt. See “Description of the Notes—Certain Covenants.” In light of these exceptions, holders of the Notes may be structurally or effectively subordinated to new secured lenders and will not have protection against many actions that could diminish the value of the Notes.

If we default on our obligations to pay our other debt, we may not be able to make payments on the Notes.

Any default under the agreements governing our debt, including a default under either of our Credit Facilities, that is not waived by the required lenders or holders of such debt, and the remedies sought by the holders of such debt could prevent us from paying principal and interest on the Notes and substantially decrease the market value of the Notes. If we are unable to generate sufficient cash flow or are otherwise unable to obtain funds necessary to meet required payments of principal and interest on our debt, or if we otherwise fail to comply with the various covenants in the agreements governing our debt, including the covenants contained in our Credit Facilities, we would be in default under the terms of those agreements. In the event of such a default under either of our Credit Facilities, including a failure to satisfy the maximum total leverage ratio requirements:

- the lenders under our Credit Facilities could elect to terminate their commitments thereunder and declare all the outstanding loans thereunder to be due and payable; and
The Notes and guarantees will not be secured by any of our assets and, therefore, will be effectively junior to all of our existing and future secured indebtedness and the existing and future secured indebtedness of the subsidiary guarantors, to the extent of the value of the assets securing such indebtedness. If we become insolvent or are liquidated, or if any of our secured indebtedness is accelerated, the lenders under our secured debt will be entitled to exercise the remedies available to a secured lender under applicable law and pursuant to instruments governing such debt. Accordingly, the lenders of any such secured debt would have a prior claim on such assets. In that event, because the Notes are not secured by any of our assets, it is possible that our remaining assets might be insufficient to satisfy noteholders’ claims in full. In addition, claims of the U.S. Navy for ships we are building for it may be prior to your claims under the Notes in the event of an insolvency event. As of September 30, 2020, we had no secured indebtedness.

Your rights as a noteholder will be structurally subordinated to claims of creditors of our subsidiaries that do not guarantee the Notes.

Any liabilities of our subsidiaries that do not guarantee the Notes, including any claims of trade creditors, debtholders, and preferred stockholders, if any, will be effectively senior to your claim as a holder of the Notes and related guarantees. Subject to limitations in our Credit Facilities, the indenture governing our 2027 Notes and the indenture governing the Notes, such non-guarantor subsidiaries may incur additional debt (and may incur other liabilities). In the event of a bankruptcy, liquidation or reorganization of any of our non-guarantor subsidiaries, their creditors will be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to us as the holder of the equity of these subsidiaries. As of September 30, 2020, our non-guarantor subsidiaries had no material assets or liabilities.

Our ability to meet our obligations under our debt depends on the earnings and cash flows of our subsidiaries and the ability of our subsidiaries to pay dividends or advance or repay funds to us.

We conduct all of our operations through our subsidiaries. Consequently, our ability to service our debt is dependent, in part, upon the earnings from the businesses conducted by our subsidiaries. Our subsidiaries are separate and distinct legal entities and have no obligation to pay any amounts to us, whether by dividends, loans, advances or other payments. The ability of our subsidiaries to pay dividends and make other payments to us depends on their earnings, capital requirements and general financial conditions and is restricted by, among other things, applicable corporate and other laws and regulations, as well as future agreements to which our subsidiaries may be a party.

The Notes are subject to a change of control provision, and we may not have the ability to raise the funds necessary to fulfill our obligations under the Notes following a change of control triggering event.

Under the indenture governing the Notes, upon the occurrence of a defined “change of control triggering event” with respect to either series of Notes, which includes certain specified changes of control accompanied by certain ratings events, we will be required to offer to repurchase all outstanding Notes of such series at 101% of the principal amount thereof plus accrued and unpaid interest to, but excluding, the date of repurchase. However, we may not have sufficient funds at the time of a change of control to make the required repurchase of the
applicable series of Notes. Our failure to make or complete an offer to purchase upon the occurrence of a change of control triggering event would place
us in default under the indenture governing the Notes. In addition, a change of control triggering event with respect to either series of Notes would
constitute an event of default under our Credit Facilities and the indenture governing our 2027 Notes, which would limit our ability to make a change of
control payment for the applicable series of Notes. As a result, in order to make any required change of control offer to purchase the applicable series of
Notes, we would need to repay any debt then outstanding under our Credit Facilities or obtain the requisite consents from the lenders thereunder.
However, there can be no assurance that we would be able to repay such debt or obtain such consents at such time.

Holders of the Notes may not be able to determine when a change of control giving rise to their right to have the Notes repurchased has
occurred following a sale of “substantially all” of our assets.

The definition of change of control in the indenture governing the Notes includes a phrase relating to the sale of “all or substantially all” of our
assets. There is no precise established definition of the phrase “substantially all” under applicable law. Accordingly, the ability of a holder of Notes to
require us to repurchase its Notes as a result of a sale of less than all our assets to another person may be uncertain. In addition, some important
corporate events, such as leveraged recapitalizations, the sale of our company to a public company that does not have a majority shareholder or a change
in the constitution of a majority of our board of directors in certain situations, may not, under the indenture governing the Notes, constitute a “change of
control” that would require us to repurchase the Notes, even though those corporate events could increase the level of our indebtedness or otherwise
adversely affect our capital structure, credit ratings or the value of the Notes. See “Description of the Notes—Certain Covenants—Repurchase of Notes
upon a Change of Control Triggering Event.”

Insolvency and fraudulent transfer laws and other limitations may preclude the recovery of payments under the Notes and the guarantees.

Federal bankruptcy and state fraudulent transfer and conveyance statutes may apply to the issuance of the Notes and the guarantees. Although
laws differ among jurisdictions, in general, under applicable fraudulent transfer or conveyance laws, the Notes or guarantees could be voided as a
fraudulent transfer or conveyance if (1) we or any of the guarantors, as applicable, issued the Notes or incurred the guarantees with the intent of
hindering, delaying or defrauding creditors or (2) we or any of the guarantors, as applicable, received less than reasonably equivalent value or fair
consideration in return for either issuing the Notes or incurring the guarantees, and, in the case of (2) only, one of the following is also true:

- we or any of the guarantors, as applicable, were insolvent or rendered insolvent by reason of the issuance of the Notes or the
  incurrence of the guarantees;
- the issuance of the Notes or the incurrence of the guarantees left us or any of the guarantors, as applicable, with an unreasonably
  small amount of capital to carry on the business;
- we or any of the guarantors intended to, or believed that we or such guarantor would, incur debts beyond our or such guarantor’s
  ability to pay such debts as they mature; or
- we or any of the guarantors were a defendant in an action for money damages, or had a judgment for money damages docketed
  against us or such guarantor if, in either case, after final judgment, the judgment is unsatisfied.

A court could find that we or a guarantor did not receive reasonably equivalent value or fair consideration for the Notes or such guarantee if we or
such guarantor did not substantially benefit directly or indirectly from the issuance of the Notes or the applicable guarantee. As a general matter, value is
given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or an antecedent debt is secured or satisfied. A
debtor may not be considered to have received value in connection with a debt offering if the debtor uses the proceeds of that offering to make a
dividend payment or otherwise retire or redeem equity securities

- 11 -
issued by the debtor. In addition, because the debt was incurred for our benefit, and only indirectly for the benefit of the guarantors, a court could conclude that the guarantors did not receive fair value.

As a court of equity, the bankruptcy court may subordinate the claims in respect of the Notes to other claims against us under the principle of equitable subordination if the court determines that (1) the holder of Notes engaged in some type of inequitable conduct, (2) the inequitable conduct resulted in injury to our other creditors or conferred an unfair advantage upon the holders of Notes and (3) equitable subordination is not inconsistent with the provisions of the Bankruptcy Code.

Different jurisdictions evaluate insolvency on various criteria. Generally, however, an entity would be considered insolvent if, at the time it incurred indebtedness:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

We cannot be certain as to the standards a court would use to determine whether or not we or the guarantors were solvent at the relevant time or, regardless of the standard that a court used, that the issuance of the Notes and the incurrence of the guarantees would not be held to constitute fraudulent transfers or conveyances on other grounds.

If a court were to find that the issuance of the Notes or the incurrence of a guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under the Notes or such guarantee or further subordinate the Notes or such guarantee to presently existing and future indebtedness of ours or of the related guarantor, or require the holders of the Notes to repay any amounts received with respect to such guarantee. In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the Notes.

Although each guarantee entered into by a guarantor contains a provision intended to limit that guarantor’s liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer, this provision may not be effective to protect those guarantees from being voided under fraudulent transfer or conveyance laws, or may reduce that guarantor’s obligation to an amount that effectively makes its guarantee worthless.

**Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.**

Some of our indebtedness bears, or in the future will bear, variable rates of interest and exposes us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness will increase even if the amount borrowed remains the same, and our net income and cash flow, including cash available for servicing our indebtedness, will correspondingly decrease.

In addition, borrowings under our Credit Facilities, and any other credit facilities we may enter into in the future, may bear interest at a base rate based on LIBOR. LIBOR and other interest rate, equity, foreign exchange rate and other types of indices that are deemed to be “benchmarks” are the subject of recent international, national and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such “benchmarks” to perform differently than in the past, or to disappear entirely, or have other consequences that cannot be predicted. For example, on
July 27, 2017, the Chief Executive of the U.K. Financial Conduct Authority, or FCA, which regulates LIBOR, announced that the FCA will no longer persuade or compel banks to submit rates for the calculation of LIBOR after 2021. Such announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. As a result, it appears highly likely that LIBOR will be discontinued or modified by 2021. It is not possible to predict the effect that any such discontinuance or any changes in the methods by which LIBOR rates are determined, nor is it possible to predict the effect of any other reforms or proposals affecting LIBOR that may be enacted in the future, will have on our interest rate risk with respect to our Credit Facilities or any other credit facility we enter into in the future.

Changes in credit ratings issued by nationally recognized statistical rating organizations could adversely affect our cost of financing and the market prices of our securities, including the Notes.

Credit rating agencies rate our debt securities on factors that include our operating results, actions that we take, their view of the general outlook for our industry and their view of the general outlook for the economy. Actions taken by the credit rating agencies can include maintaining, upgrading or downgrading the current credit rating or placing us on a watch list for possible future downgrading. Downgrading the credit rating of our debt securities or placing us on a watch list for possible future downgrading by credit rating agencies, particularly those registered with the SEC as nationally recognized statistical rating organizations, would likely increase our cost of financing, limit our access to the capital markets and have an adverse effect on the market prices of our securities, including the New Notes.

Active trading markets for the New Notes may not develop or may be limited.

The New Notes of each series are new issues of securities for which there are no established trading markets. We do not intend to apply for listing of either series of the New Notes on any securities exchange or to arrange for quotation on any automated dealer quotation system. As a result, active trading markets for the New Notes may not develop or be maintained, and there can be no assurance as to the liquidity of any market that does develop. If active trading markets do not develop or are not maintained, the market prices and liquidity of the New Notes may be adversely affected. In that case, you may not be able to sell your New Notes at a particular time or at a favorable price. Future trading prices of the New Notes will depend on many factors, including:

- our operating performance and financial condition;
- the interest of securities dealers in making a market; and
- the market for similar securities.

We may redeem your Notes at our option, which may adversely affect your return.

We may redeem either series of the Notes, in whole or in part, at our option at any time or from time to time at the applicable redemption prices described in this prospectus. Prevailing interest rates at the time we redeem the Notes may be lower than the interest rate on the Notes. As a result, you may not be able to reinvest the redemption proceeds in a comparable security at an interest rate equal to or higher than the interest rate on the Notes. See “Description of the Notes—Optional Redemption” for a more detailed description of the conditions under which we may redeem the Notes.

Risks Relating to the Exchange Offer

The exchange offer may not be completed.

We are not obligated to complete the exchange offer under certain circumstances. See “Description of the Exchange Offer—Conditions to the Exchange Offer.” Even if the exchange offer is completed, it may not be completed on the schedule described in this prospectus. Accordingly, holders participating in the exchange offer may have to wait longer than expected to receive their New Notes, during which time holders of Old Notes will not be able to effect transfers of their Old Notes tendered in the exchange offer.
You may be required to deliver prospectuses and comply with other requirements in connection with any resale of the New Notes.

If you tender your Old Notes for the purpose of participating in a distribution of the New Notes, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the New Notes. In addition, if you are a broker-dealer that receives New Notes for your own account in exchange for Old Notes that you acquired as a result of market-making activities or any other trading activities, you will be required to acknowledge that you will deliver a prospectus in connection with any resale of such New Notes.

If you fail to exchange your Old Notes, the existing transfer restrictions will remain in effect and the market value of your Old Notes may be adversely affected because they may be more difficult to sell.

If you fail to exchange your Old Notes for New Notes under the exchange offer, then you will continue to be subject to the existing transfer restrictions on the Old Notes. In general, the Old Notes may not be offered or sold unless they are registered or exempt from registration under the Securities Act and applicable state securities laws. Except in connection with this exchange offer or as required by the registration rights agreement, we do not intend to register resales of the Old Notes.

The tender of Old Notes under the exchange offer will reduce the principal amount of the currently outstanding Old Notes. Due to the corresponding reduction in liquidity, this may have an adverse effect upon, and increase the volatility of, the market price of any currently outstanding Old Notes that you continue to hold following completion of the exchange offer.
USE OF PROCEEDS

The exchange offer is intended to satisfy our obligations under the registration rights agreement that we entered into in connection with the private offering of the Old Notes. We will not receive any cash proceeds from the issuance of New Notes in the exchange offer. In consideration for issuing the New Notes, we will receive Old Notes in like principal amount. The Old Notes surrendered in exchange for the New Notes will be retired and cancelled.
**CAPITALIZATION**

The following table presents our cash and cash equivalents and capitalization at September 30, 2020. The capitalization table below should be read together with the financial data set forth under “Summary Condensed Consolidated Financial Data” contained herein and our consolidated financial statements, the notes to those financial statements and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Quarterly Report on Form 10-Q for the quarter ended September 30, 2020, which is incorporated in this prospectus by reference.

<table>
<thead>
<tr>
<th>September 30, 2020 ($ in millions)</th>
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<tbody>
<tr>
<td><strong>Cash and cash equivalents</strong></td>
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<tr>
<td><strong>Long-term Debt:</strong></td>
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<tr>
<td>5.000% Senior Notes due 2025(1)</td>
</tr>
<tr>
<td>3.483% Senior Notes due 2027</td>
</tr>
<tr>
<td>3.844% Senior Notes due 2025</td>
</tr>
<tr>
<td>4.200% Senior Notes due 2030</td>
</tr>
<tr>
<td>2017 Credit Facility</td>
</tr>
<tr>
<td>2020 Credit Facility</td>
</tr>
<tr>
<td>Other debt(2)</td>
</tr>
<tr>
<td>Less unamortized debt issuance costs</td>
</tr>
<tr>
<td>Total long-term debt</td>
</tr>
<tr>
<td><strong>Stockholders’ Equity:</strong></td>
</tr>
<tr>
<td>Common stock</td>
</tr>
<tr>
<td>Additional paid-in capital</td>
</tr>
<tr>
<td>Retained earnings</td>
</tr>
<tr>
<td>Treasury stock</td>
</tr>
<tr>
<td>Accumulated other comprehensive loss</td>
</tr>
<tr>
<td>Total stockholders’ equity</td>
</tr>
<tr>
<td>Total capitalization</td>
</tr>
</tbody>
</table>

(1) On October 16, 2020, we called for redemption on November 15, 2020 all of our outstanding 5.000% Senior Notes due 2025.

(2) Our other debt consists of our Mississippi IRBs and our Go Zone IRBs, as defined and described under “Description of Material Indebtedness.”
DESCRIPTION OF MATERIAL INDEBTEDNESS

We summarize below selected provisions of our material loan agreements, indentures and guarantees. The summary is not complete and does not describe every aspect of the loan agreements, indentures or guarantees. Copies of the credit agreements, indentures and guarantees are available upon request. You should read the credit agreements, indentures and the guarantees in their entirety, including the defined terms, for provisions that may be important to you.

Credit Facilities

2020 Credit Facility

On April 3, 2020, we entered into a credit agreement with the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent, that established a $500 million revolving credit facility (the “2020 Credit Facility”). The 2020 Credit Facility matures on April 2, 2021. As of September 30, 2020, no borrowings were outstanding under the 2020 Credit Facility.

Interest Rates. The 2020 Credit Facility has a variable interest rate on outstanding borrowings based on the London Interbank Offered Rate (“LIBOR”) plus a spread based upon our credit rating, which may vary between 2.00% and 2.375%. The revolving credit facility also has a commitment fee rate on the unutilized balance of 0.50%.

Covenants. The 2020 Credit Facility contains affirmative and negative covenants customary for an unsecured credit facility, as well as a financial covenant based on a maximum total leverage ratio. Each of our existing and future material wholly owned domestic subsidiaries, except those that are specifically designated as unrestricted subsidiaries or immaterial subsidiaries, are and will be guarantors under the 2020 Credit Facility.

Events of Default. Our 2020 Credit Facility contains customary events of default and remedies provisions.

2017 Credit Facility

On November 22, 2017, we entered into a credit agreement (the “2017 Credit Facility”) with the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and an issuing bank, and certain other issuing banks. Our 2017 Credit Facility is comprised of a revolving credit facility of $1.250 billion, which may be drawn upon during a period of five years from the date of the 2017 Credit Facility. Our 2017 Credit Facility includes a letter of credit subfacility of $500 million. In addition, our 2017 Credit Facility permits us to solicit lenders to provide incremental revolving loan commitments, up to two new tranches of revolving credit facilities and/or new tranches of term loans in an aggregate amount not to exceed $1.0 billion.

Interest Rates. The 2017 Credit Facility has a variable interest rate on outstanding borrowings, which is generally based on the LIBOR plus a spread based upon our credit rating, which may vary between 1.125% and 1.50%. The 2017 Credit Facility also has a commitment fee rate on the unutilized balance based upon our credit rating. The commitment fee rate as of September 30, 2020 was 0.25% and may vary between 0.20% and 0.30%. As of September 30, 2020, approximately $16 million in letters of credit were issued but undrawn, and the remaining $1.234 billion of the 2017 Credit Facility was unutilized.

Covenants. Our 2017 Credit Facility requires that we comply with customary affirmative covenants, including, but not limited to, those related to our maintaining our corporate existence, complying with applicable laws, payment of taxes, maintaining books and records, ownership of property, employee benefits, compliance with environmental laws, designation of subsidiaries and our maintaining a separate existence between us and our wholly owned subsidiary Titan II Inc., a Delaware corporation. Our 2017 Credit Facility also includes customary negative covenants, which include, but are not limited to, limitations on incurrence of indebtedness,
liens, sale and leaseback transactions, sales of assets, mergers, consolidations, liquidations and dissolutions, dividends and changes in lines of business. In addition, our 2017 Credit Facility requires that we not exceed a maximum total leverage ratio.

*Events of Default.* Our 2017 Credit Facility contains customary events of default and remedies provisions.

**5.000% Senior Notes due 2025**

In November 2015, we issued $600 million aggregate principal amount of 5.000% Senior Notes due 2025 (the “5.000% 2025 Notes”), all of which were outstanding as of September 30, 2020. On October 16, 2020, we called for redemption on November 15, 2020 all of the outstanding 5.000% 2025 Notes.

**3.483% Senior Notes due 2027**

In November 2017, we issued $600 million aggregate principal amount of 3.483% Senior Notes due 2027 (the “2027 Notes”).

**Covenants.** The terms of the 2027 Notes include limitations on the ability of us and certain of our subsidiaries to create liens, enter into certain sale and leaseback transactions or effect a consolidation or merger.

**Guarantees.** Performance of our obligations under the 2027 Notes, including any repurchase obligations resulting from a change of control, has been fully and unconditionally guaranteed, jointly and severally, on an unsecured basis, by each of our existing and future domestic subsidiaries that guarantees, and each of our wholly owned domestic subsidiaries that incurs, debt under our Credit Facilities, any credit facility that replaces the Credit Facilities, or any credit facility, note purchase agreement or indenture, or any agreement that refines debt incurred under any of the foregoing, as will any wholly owned domestic subsidiary that guarantees or incurs debt in the future under any such credit facility, note purchase agreement, indenture or other agreement (the “Subsidiary Guarantors”). The guarantees rank equally in right of payment with all other unsecured and unsubordinated indebtedness of the Subsidiary Guarantors. The Subsidiary Guarantors are each directly or indirectly 100% owned by us. There are no significant restrictions on our ability or the ability of any Subsidiary Guarantor to obtain funds from their respective subsidiaries by dividend or loan.

**Optional Redemption.** At any time and from time to time prior to September 1, 2027, we may redeem, in whole or in part, the 2027 Notes at a price of 100% of the principal amount of the 2027 Notes redeemed, plus a “make-whole” premium, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. On and after September 1, 2027, we may redeem some or all of the Notes at a price equal to 100% of the principal amounts of the Notes being redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

**Change of Control.** Upon the occurrence of certain events constituting a change of control, we are required, no later than 30 days following the change of control, to make an offer to purchase all of the outstanding 2027 Notes (unless otherwise redeemed or if a third party makes an offer to purchase the Notes contemporaneously with the change of control) at a purchase price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to, but excluding, the date of purchase.

**Events of Default.** The occurrence of an event of default under the 2027 Notes would permit or require the principal of and accrued and unpaid interest on the 2027 Notes to become or to be declared due and payable. Events of default under the indenture include nonpayment of principal or interest when due; violation of covenants and other agreements contained in the indenture governing the 2027 Notes; cross payment default and cross acceleration of certain material debt; certain bankruptcy and insolvency events and material judgment defaults, among others.
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Mississippi Economic Development Revenue Bonds

As of September 30, 2020, we had $84 million outstanding under Industrial Revenue Bonds (the “Mississippi IRBs”) issued by the Mississippi Business Finance Corporation. These bonds accrue interest at a fixed rate of 7.81% and mature in 2024. While repayment of principal and interest is guaranteed by Northrop Grumman Systems Corporation, we have agreed to indemnify Northrop Grumman Systems Corporation for any losses related to the guaranty. In accordance with the terms of the bonds, the proceeds have been used to finance the construction, reconstruction, and renovation of our interest in certain ship manufacturing and repair facilities, or portions thereof, located in the state of Mississippi. The terms of the Mississippi IRBs contain customary affirmative and negative covenants, including those requiring that we: maintain our corporate existence, maintain and properly insure certain buildings and immovable equipment at our shipbuilding complex located in Jackson County, Mississippi (collectively, the “Ingalls Project”) and promptly pay when due all taxes and assessments related to the Ingalls Project.

Gulf Opportunity Zone Industrial Development Revenue Bonds

As of September 30, 2020, we had $21 million outstanding under Gulf Opportunity Zone Industrial Development Revenue Bonds (“Go Zone IRBs”) issued by the Mississippi Business Finance Corporation. These bonds accrue interest at a fixed rate of 4.55% and mature in 2028. The terms of the Go Zone IRBs include customary affirmative and negative covenants, including those requiring that we: maintain our corporate existence, maintain and properly insure certain buildings and immovable equipment at our shipbuilding complex located in Pascagoula and Gulfport, Mississippi (collectively, the “GO Zone Project”), promptly pay when due all taxes and assessments related to the Go Zone Project, and operate and maintain the GO Zone Project for so long as the GO Zone IRBs remain outstanding.
DESCRIPTION OF THE EXCHANGE OFFER

Purpose of the Exchange Offer

On March 30, 2020, we issued $500,000,000 aggregate principal amount of Old 2025 Notes and $500,000,000 aggregate principal amount of Old 2030 Notes in the United States only to qualified institutional buyers under Rule 144A under the Securities Act and outside the United States to non-U.S. persons in compliance with Regulation S under the Securities Act. Also on March 30, 2020, we entered into a registration rights agreement with the initial purchasers of the Old Notes, in which we agreed to file one or more registration statements with the SEC relating to an offer to exchange the Old Notes for New Notes. The registration statement of which this prospectus forms a part was filed in compliance with this obligation. We also agreed to use our commercially reasonable efforts to:

- file an exchange offer registration statement with the SEC;
- have such exchange offer registration statement declared effective;
- cause the exchange offer registration statement to be effective continuously in order to keep the exchange offer open for a period of not less than 20 business days (or longer if required by applicable law); and
- cause the exchange offer to be consummated no later than March 31, 2021.

If we do not comply with certain of our obligations under the registration rights agreement, we will be required to pay additional interest on the Old Notes. The New Notes will have terms substantially identical to the Old Notes except that the New Notes will not contain transfer restrictions in the United States, registration rights or the right to receive additional interest payable for the failure to comply with certain obligations.

If:

- because of any change in applicable law or in interpretations thereof by the SEC staff, we are not permitted to effect the exchange offer;
- the exchange offer is not consummated by March 31, 2021;
- any initial purchaser so requests with respect to Old Notes that such initial purchaser continues to hold after consummation of the exchange offer that were not eligible to be exchanged for New Notes in the exchange offer; or
- any other holder is not eligible to participate in the exchange offer and holds Old Notes after consummation of the exchange offer or any holder (other than an exchanging broker-dealer) that participates in the exchange offer does not receive freely tradeable New Notes on the date of the exchange and, in each case, such holder so requests,

we will be required to use our commercially reasonable efforts to file with the SEC a shelf registration statement to register for public resale the Old Notes or New Notes held by any such holder within 30 days after such triggering event, or by March 31, 2021 where such triggering event is a change in law, and use our commercially reasonable efforts to have it declared effective no later than 60 days after the required filing date. We will be required to use our commercially reasonable efforts to keep the shelf registration statement effective until the date on which all New Notes registered thereunder are disposed of in accordance therewith; provided, however, nothing in the registration rights agreement requires us to file with the SEC or maintain the effectiveness of any additional registration statements in connection with the shelf registration following the three-year period after effectiveness of the shelf registration statement.

Each holder of Old Notes that wishes to exchange such Old Notes for transferable New Notes in the exchange offer will be required to make the following representations:

- any New Notes to be received by it will be acquired in the ordinary course of its business;
it is not engaged in, and does not intend to engage in, the distribution of the New Notes;

- it has no arrangement or understanding with any person or entity, including any of our affiliates, to participate in the distribution of the New Notes;

- it is not our "affiliate" as defined in Rule 405 under the Securities Act, or, if it is an affiliate, it will comply with any applicable registration and prospectus delivery requirements of the Securities Act; and

- if such holder is a broker-dealer that will receive New Notes for its own account in exchange for Old Notes that were acquired as a result of market-making activities, that it will deliver a prospectus, as required by law, in connection with any resale of the New Notes.

Each broker-dealer that receives New Notes for its own account in exchange for Old Notes, where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. See "Plan of Distribution."

**Resale of New Notes**

Based on interpretations of the SEC staff set forth in no-action letters issued to unrelated third parties, we believe that New Notes issued in the exchange offer in exchange for Old Notes may be offered for resale, resold and otherwise transferred by any New Note holder without compliance with the registration and prospectus delivery provisions of the Securities Act, if:

- such holder is not an "affiliate" of ours within the meaning of Rule 405 under the Securities Act;

- such New Notes are acquired in the ordinary course of the holder’s business; and

- the holder does not intend to participate in the distribution of such New Notes.

Any holder who tenders in the exchange offer with the intention of participating in any manner in a distribution of the New Notes:

- cannot rely on the position of the staff of the SEC set forth in “Exxon Capital Holdings Corporation” or similar interpretive letters; and

- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

If, as stated above, a holder cannot rely on the position of the staff of the SEC set forth in “Exxon Capital Holdings Corporation” or similar interpretive letters, any effective registration statement used in connection with a secondary resale transaction must contain the selling security holder information required by Item 507 of Regulation S-K under the Securities Act.

This prospectus may be used for an offer to resell, for the resale or for other retransfer of New Notes only as specifically set forth in this prospectus. With regard to broker-dealers, only broker-dealers that acquired the Old Notes as a result of market-making activities or other trading activities may participate in the exchange offer. Each broker-dealer that receives New Notes for its own account in exchange for Old Notes, where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of the New Notes. Please read the section captioned “Plan of Distribution” for more details regarding these procedures for the transfer of New Notes. We have agreed that, for a period of 180 days after the exchange offer is consummated, we will make this prospectus available to any broker-dealer for use in connection with any resale of the New Notes.
Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth in this prospectus, we will accept for exchange any Old Notes properly tendered and not withdrawn prior to the expiration date. We will issue $1,000 principal amount of New Notes in exchange for each $1,000 principal amount of Old Notes surrendered under the exchange offer; provided that the minimum principal amount of a New Note must be $2,000. Old Notes may be tendered only in denominations of $2,000 and integral multiples of $1,000 in excess thereof; provided that the untendered portion of an Old Note must be in a minimum principal amount of $2,000.

The form and terms of the New Notes will be substantially identical to the form and terms of the Old Notes except the New Notes will be registered under the Securities Act, will not bear legends restricting their transfer and will not provide for any additional interest upon our failure to fulfill our obligations under the registration rights agreement to consummate the exchange offer. The New Notes will evidence the same debt as the Old Notes. The New Notes will be issued under and entitled to the benefits of the indenture that authorized the issuance of the outstanding Old Notes. Consequently, the Old Notes and New Notes issued under the indenture will be treated as a single class of debt securities under the indenture.

The exchange offer is not conditioned upon any minimum aggregate principal amount of Old Notes being tendered for exchange.

The exchange offer for the Old Notes will expire at 5:00 p.m., New York City time, on [date], 2020, unless we extend the exchange offer in our sole and absolute discretion. In order to extend the exchange offer, we will notify the exchange agent in writing of any extension. We will notify in writing or by public announcement the registered holders of Old Notes of the extension no later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration date.
We reserve the right, in our reasonable discretion:

- to delay accepting for exchange any Old Notes in connection with the extension of the exchange offer;
- to extend the exchange offer or to terminate the exchange offer and to refuse to accept Old Notes not previously accepted if any of the conditions set forth below under “—Conditions to the Exchange Offer” have not been satisfied, by giving written notice of such delay, extension or termination to the exchange agent; or
- subject to the terms of the registration rights agreement, to amend the terms of the exchange offer in any manner, provided that in the event of a material change in the exchange offer, including the waiver of a material condition, we will extend the exchange offer period, if necessary, so that at least five business days remain in the exchange offer following notice of the material change.

Any such delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by written notice or public announcement thereof to the registered holders of Old Notes. If we amend the exchange offer in a manner that we determine to constitute a material change, we will promptly file a post-effective amendment to the registration statement of which this prospectus forms a part. In addition, we will in all events comply with our obligation to make prompt payment for all Old Notes properly tendered and accepted for exchange in the exchange offer.

Without limiting the manner in which we may choose to make public announcements of any delay in acceptance, extension, termination or amendment of the exchange offer, we shall have no obligation to publish, advertise, or otherwise communicate any such public announcement, other than by issuing a timely press release to a financial news service.

Conditions to the Exchange Offer

Despite any other term of the exchange offer, we will not be required to accept for exchange, or exchange any New Notes for, any Old Notes, and we may terminate the exchange offer as provided in this prospectus before accepting any Old Notes for exchange if in our reasonable judgment:

- the exchange offer, or the making of any exchange by a holder of Old Notes, would violate applicable law or any applicable interpretation of the staff of the SEC; or
- any action or proceeding has been instituted or threatened in writing in any court or by or before any governmental agency with respect to the exchange offer that, in our judgment, would reasonably be expected to impair our ability to proceed with the exchange offer.

In addition, we will not be obligated to accept for exchange the Old Notes of any holder that has not made:

- the representations described under “—Purpose of the Exchange Offer,” “—Procedures for Tendering” and “Plan of Distribution;” and
- such other representations as may be reasonably necessary under applicable SEC rules, regulations or interpretations to make available to us an appropriate form for registration of the New Notes under the Securities Act.
We expressly reserve the right, at any time or at various times on or prior to the scheduled expiration date of the exchange offer, to extend the period of time during which the exchange offer is open. Consequently, in the event we extend the period the exchange offer is open, we may delay acceptance of any Old Notes by giving written notice or public announcement of such extension to the registered holders of the Old Notes. During any such extensions, all Old Notes previously tendered will remain subject to the exchange offer, and we may accept them for exchange unless they have been previously withdrawn. We will return any Old Notes that we do not accept for exchange for any reason without expense to their tendering holder promptly after the expiration or termination of the exchange offer.

We expressly reserve the right to amend or terminate the exchange offer on or prior to the scheduled expiration date of the exchange offer, and to reject for exchange any Old Notes not previously accepted for exchange, upon the occurrence of any of the conditions to termination of the exchange offer specified above. We will give written notice or public announcement of any extension, amendment, non-acceptance or termination to the registered holders of the Old Notes as promptly as practicable. In the case of any extension, such notice will be issued no later than 9:00 a.m., New York City time on the business day after the previously scheduled expiration date.

These conditions are for our sole benefit and we may, in our reasonable discretion, assert them regardless of the circumstances that may give rise to them or waive them in whole or in part at any or at various times except that all conditions to the exchange offer must be satisfied or waived by us prior to the expiration of the exchange offer. If we fail at any time to exercise any of the foregoing rights, that failure will not constitute a waiver of such right. Each such right will be deemed an ongoing right that we may assert at any time or at various times prior to the expiration of the exchange offer. Any waiver by us will be made by written notice or public announcement to the registered holders of the Notes and any such waiver shall apply to all the registered holders of the Notes.

In addition, we will not accept for exchange any Old Notes tendered, and will not issue New Notes in exchange for any such Old Notes, if at such time any stop order is threatened in writing or in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of an indenture under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”).

Procedures for Tendering

To participate in the exchange offer, you must properly tender your Old Notes to the exchange agent as described below. We will only issue New Notes in exchange for Old Notes that you timely and properly tender. Therefore, you should allow sufficient time to ensure timely delivery of the Old Notes, and you should follow carefully the instructions on how to tender your Old Notes. It is your responsibility to properly tender your Old Notes. We have the right to waive any defects. However, we are not required to waive defects, and neither we nor the exchange agent is required to notify you of defects in your tender.

If you have any questions or need help in exchanging your Old Notes, please contact the exchange agent at the address or telephone numbers set forth below.

We have confirmed with DTC that the Old Notes may be tendered using DTC’s Automated Tender Offer Program, or ATOP, to tender. Participants in the program may, instead of physically completing and signing the letter of transmittal and delivering it to the exchange agent, transmit their acceptance of the exchange offer electronically. The exchange agent will establish an account with DTC for purposes of the exchange offer promptly after the commencement of the exchange offer, and DTC participants may electronically transmit their acceptance of the exchange offer by causing DTC to transfer their Old Notes to the exchange agent using the ATOP procedures. In connection with the transfer, DTC will send an “agent’s message” to the exchange agent. The agent’s message will state that DTC has received instructions from the participant to tender Old Notes and that the participant agrees to be bound by the terms of the letter of transmittal.
By using the ATOP procedures to exchange Old Notes, you will not be required to deliver a letter of transmittal to the exchange agent. However, you will be bound by its terms just as if you had signed it.

If an agent’s message is not delivered through ATOP, or if for any reason physical certificates representing the Old Notes have been issued to you and you are delivering such certificates for exchange, you must deliver an executed letter of transmittal to the exchange agent at the address set forth below under the caption “Exchange Agent.”

**Guaranteed Delivery Procedures**

If you wish to tender your Old Notes and:

- your Old Notes are not immediately available;
- you are unable to deliver your Old Notes, the letter of transmittal or any other document that you are required to deliver to the exchange agent prior to the expiration date; or
- you cannot complete the procedures for delivery by book-entry transfer prior to the expiration date;

you may tender your Old Notes according to the guaranteed delivery procedures described in the letter of transmittal. Those procedures require that:

- tender must be made by or through an eligible institution;
- prior to the expiration date, the exchange agent must receive from the holder and the eligible institution a properly completed and duly executed notice of guaranteed delivery by mail or hand delivery setting forth the name and address of the holder, the certificate number or numbers of the tendered Old Notes and the principal amount of tendered Old Notes, stating that the tender is being made thereby and guaranteeing that, prior to 5:00 p.m., New York City time, within three business days after the expiration date, the tendered Old Notes, a properly completed and duly executed letter of transmittal (or a facsimile thereof or, in the case of a book-entry transfer using ATOP, an agent’s message in lieu thereof) and any other required documents will be deposited by the eligible institution with the exchange agent; and
- a properly completed and executed letter of transmittal (or a facsimile thereof or, in the case of a book-entry transfer using ATOP, an agent’s message in lieu thereof), any other required documents and the tendered Old Notes in proper form for transfer or confirmation of a book-entry transfer of such Old Notes into the exchange agent’s account at DTC must be received by the exchange agent prior to 5:00 p.m., New York City time, within three business days after the expiration date.

Any holder who wishes to tender Old Notes pursuant to the guaranteed delivery procedures must ensure that the exchange agent receives the notice of guaranteed delivery relating to such Old Notes before the expiration date.

**Determinations Under the Exchange Offer**

We will reasonably determine in our sole discretion all questions as to the validity, form, eligibility, time of receipt, acceptance of tendered Old Notes and withdrawal of tendered Old Notes. Our determination will be final and binding. We reserve the right to reject any Old Notes not properly tendered or any Old Notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defect, irregularities or conditions of tender as to particular Old Notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, all defects or irregularities in connection with tenders of Old Notes must be cured within such time as we shall determine. Although we intend to notify holders of defects or irregularities with respect to tenders of Old Notes, neither we, the exchange agent nor any other person will incur any liability for failure to
give such notification. Tenders of Old Notes will not be deemed made until such defects or irregularities have been cured or waived. Any Old Notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned to the tendering holder promptly after the expiration date of the exchange.

When We Will Issue New Notes

In all cases, we will issue New Notes for Old Notes that we have accepted for exchange under the exchange offer only after the exchange agent receives, prior to the expiration date:

- either physical certificates representing the Old Notes or a book-entry confirmation of such number of Old Notes into the exchange agent’s account at DTC; and
- a properly transmitted agent’s message or properly completed notice of guaranteed delivery and all other required documents; or
- if an agent’s message is not delivered through ATOP, or if physical certificates representing the Old Notes are being delivered for exchange, a properly completed and duly executed letter of transmittal.

Return of Old Notes Not Accepted or Exchanged

If we do not accept any tendered Old Notes for exchange or if Old Notes are submitted for a greater principal amount than the holder desires to exchange, the unaccepted or non-exchanged Old Notes will be returned without expense to their tendering holder. Such non-exchanged Old Notes tendered by the book-entry transfer procedures described above will be credited to an account maintained with DTC. These actions will occur promptly after the expiration or termination of the exchange offer.

Participating Broker-Dealers

Each broker-dealer that receives New Notes for its own account in exchange for Old Notes, where those Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of those New Notes. See “Plan of Distribution.”

Book-Entry Transfer

The exchange agent will make a request to establish an account with respect to the Old Notes at DTC for purposes of the exchange offer promptly after the date of this prospectus; and any financial institution participating in DTC’s system may make book-entry delivery of Old Notes by causing DTC to transfer such Old Notes into the exchange agent’s account at DTC in accordance with DTC’s procedures for transfer.

Withdrawal of Tenders

Tenders of Old Notes may be withdrawn at any time prior to the expiration date.

For a withdrawal to be effective, you must comply with the appropriate ATOP procedures or send a written notice of withdrawal to the exchange agent at the address set forth below under the caption “Exchange Agent.” Any notice of withdrawal made pursuant to ATOP procedures must specify the name and number of the account at DTC to be credited with withdrawn Old Notes and otherwise comply with the ATOP procedures. Any written notice of withdrawal submitted outside of ATOP procedures must specify the name of the person who tendered the Old Notes to be withdrawn, identify the Old Notes to be withdrawn, including the principal amount of such Old Notes and, where certificates for Old Notes are transmitted, specify the name in which the Old Notes are registered, if different from that of the withdrawing holder. If certificates for the Old Notes have been delivered or otherwise identified to the exchange agent, then, prior to the release of such certificates the withdrawing
holder must also submit the serial numbers of the particular certificates to be withdrawn and a signed notice of withdrawal with signatures guaranteed by an eligible institution, unless such holder is an eligible institution.

We will reasonably determine all questions as to the validity, form, eligibility and time of receipt of a notice of withdrawal. Our determination will be final and binding on all parties. We will deem any Old Notes so withdrawn not to have been validly tendered for exchange for purposes of the exchange offer.

Any Old Notes that have been tendered for exchange using ATOP procedures but that are not exchanged for any reason will be credited to an account maintained with DTC for the Old Notes. This return or crediting will take place promptly after withdrawal, rejection of tender, expiration or termination of the exchange offer. Any certificates representing Old Notes that have been tendered for exchange but that are not exchanged for any reason will be returned to the holder of those Old Notes without cost to the holder. You may retender properly withdrawn Old Notes by following the procedures described under “—Procedures for Tendering” above at any time prior to the expiration date.

Exchange Agent

Wells Fargo Bank, National Association has been appointed as the exchange agent for the exchange offer. All correspondence in connection with the exchange offer should be sent or delivered by each holder of Old Notes, or a beneficial owner’s commercial bank, broker, dealer, trust company or other nominee, to the exchange agent at:

By Overnight Courier, Registered / Certified Mail and by Hand:
Wells Fargo Bank, N.A., as exchange agent
CTSO Mail Operations
MAC N9300-070
600 South Fourth Street 7th floor
Minneapolis, MN 55402

To Confirm by Telephone:
1-917-260-1548

By Facsimile Transmission
(for eligible institutions only):
1-866-969-4026

Questions concerning tender procedures and requests for additional copies of this prospectus or the letter of transmittal should be directed to the exchange agent at the address, telephone numbers or fax number listed above. Holders of Old Notes may also contact their commercial bank, broker, dealer, trust company or other nominee for assistance concerning the exchange offer. We will pay the exchange agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses.

Announcements

We may make any announcement required pursuant to the terms of this prospectus or required by the Exchange Act or the rules promulgated thereunder through a press release or other public announcement in our sole discretion.
Other Fees and Expenses

We will bear the expenses of soliciting tenders of the Old Notes. The principal solicitation is being made by mail. Additional solicitations may, however, be made by e-mail, facsimile transmission, telephone or in person by the exchange agent, as well as by our officers and other employees and those of our affiliates.

We have not retained any dealer-manager in connection with this exchange offer and will not make any payments to broker-dealers or others soliciting acceptances of the exchange offer. However, we will pay the exchange agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses.

Tendering holders of Old Notes will not be required to pay any fee or commission to the exchange agent. If, however, a tendering holder handles the transaction through its commercial bank, broker, dealer, trust company or other institution, that holder may be required to pay brokerage fees or commissions.

Accounting Treatment

We will record the New Notes in our accounting records at the same carrying value as the Old Notes. Accordingly, we will not recognize any gain or loss for accounting purposes in connection with the exchange offer, other than the recognition of the fees and expenses of the offering as stated under “—Other Fees and Expenses.”

Transfer Taxes

Holders who tender their Old Notes for exchange will not be obligated to pay any transfer taxes in connection with that tender or exchange, except that holders who instruct us to register New Notes in the name of, or request that Old Notes not tendered or not accepted in the exchange offer be returned to, a person other than the registered tendering holder will be responsible for the payment of any applicable transfer tax on those Old Notes.

Consequences of Failure to Exchange

Holders of Old Notes who do not exchange their Old Notes for New Notes under this exchange offer will remain subject to the restrictions on transfer applicable in the Old Notes (i) as set forth in the legend printed on the Old Notes as a consequence of the issuance of the Old Notes pursuant to exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws and (ii) otherwise as set forth in the offering memorandum distributed in connection with the private offering of the Old Notes.

Any Old Notes not tendered by their holders in exchange for New Notes in this exchange offer will not retain any rights under the registration rights agreement (except in certain limited circumstances).

In general, you may not offer or sell the Old Notes unless they are registered under the Securities Act, or if the offer or sale is exempt from the registration requirements of the Securities Act and applicable state securities laws. We do not intend to register resales of the Old Notes under the Securities Act. Based on interpretations of the SEC staff, New Notes issued pursuant to this exchange offer may be offered for resale, resold or otherwise transferred by their holders (other than any such holder that is our “affiliate” within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that the holders acquired the New Notes in the ordinary course of business and the holders are not engaged in, have no arrangement with any person to participate in, and do not intend to engage in, any public distribution of the New Notes to be acquired in this exchange offer. Any holder who tenders in this exchange offer and is engaged in, has an arrangement with any person to participate in, or intends to engage in,
any public distribution of the New Notes (i) may not rely on the applicable interpretations of the SEC and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

Other

Participation in this exchange offer is voluntary, and you should carefully consider whether to participate. You are urged to consult your financial and tax advisors in making your own decision as to what action to take.
DESCRIPTION OF THE NOTES

The Old Notes were issued on March 30, 2020 in private offerings in the United States only to qualified institutional buyers under Rule 144A under the Securities Act and outside the United States to non-U.S. persons in compliance with Regulation S under the Securities Act.

In the exchange offer, we will issue up to $500,000,000 aggregate principal amount of New 2025 Notes and up to $500,000,000 aggregate principal amount of New 2030 Notes. The New Notes will be issued under the indenture dated March 30, 2020 by and among Huntington Ingalls Industries, Inc., the subsidiary guarantors party thereto and Wells Fargo Bank, National Association, as trustee (the “indenture”), under which the Old Notes were also issued. In this “Description of the Notes,” “HII” refers only to Huntington Ingalls Industries, Inc. and any successor obligor on the Old Notes and New Notes, and, unless the context otherwise requires, not to any of its subsidiaries. You can find the definitions of certain terms used in this description under “—Certain Definitions.” The term “Notes,” as used in this “Description of the Notes,” refers to both the Old Notes and the New Notes, and, as applicable, any Notes issued in the future under the indenture.

The New Notes of each series will be treated as a single class with the Old Notes of the corresponding series that remain outstanding after the completion of the exchange offer. If the exchange offer is consummated, holders of Old Notes of a series who do not exchange their Old Notes for New Notes will vote together with the holders of the New Notes of such series for all relevant purposes under the indenture. In that regard, the indenture requires that certain actions by the holders under the indenture (including acceleration after an Event of Default) must be taken, and certain rights must be exercised, by holders of specified minimum percentages of the aggregate principal amount of all outstanding Notes of a series issued under the indenture. In determining whether holders of the requisite percentage of aggregate principal amount of Notes of a series have given any notice, consent or waiver or taken any other action permitted under the indenture, any Old Notes of a series that remain outstanding after the exchange offer will be aggregated with the New Notes of that series, and the holders of these Old Notes and New Notes will vote together as a single class for all such purposes. Accordingly, all references in this “Description of the Notes” to specified percentages in aggregate principal amount of outstanding Notes mean, at any time after the exchange offer for the Old Notes is consummated, such percentage in aggregate principal amount of such Old Notes of a series and the New Notes of such series then outstanding.

The following is a summary of the material provisions of the indenture. Because this is a summary, it may not contain all the information that is important to you. You should read the indenture in its entirety. Copies of the indenture are available as described under “Where You Can Find More Information” and “Incorporation by Reference.”

Basic Terms of Notes

The New 2025 Notes will mature on May 1, 2025. The New 2030 Notes will mature on May 1, 2030. The Old Notes are, and the New Notes will be, unsecured unsubordinated obligations of HII, ranking equally in right of payment with all existing and future unsubordinated obligations of HII. The Old Notes bear interest from March 30, 2020 or the immediately preceding interest payment date to which interest has been paid or duly provided for, and the New Notes will bear interest from the date of issue at a rate of 3.844% per annum in the case of the New 2025 Notes and at a rate of 4.200% per annum in the case of the New 2030 Notes, payable in each case semiannually on each May 1 and November 1, to holders of record of the applicable series of New Notes on the April 15 or October 15 (whether or not a business day) immediately preceding the interest payment date. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Additional Notes

Subject to the covenants described below, HII may issue additional Notes under the indenture having the same terms in all respects as the Notes, or in all respects except with respect to interest paid or payable on or
prior to the first interest payment date after the issuance of additional Notes, and such additional Notes may have different issuance prices, initial interest accrual dates or initial interest payment dates and may not have the benefit of any registration rights. The Old Notes, the New Notes issued in the exchange offer and any additional Notes subsequently issued would be treated as a single class for all purposes under the indenture and will vote together as one class on all matters with respect to the Notes, provided that if the additional Notes are not fungible with the Notes offered hereby for United States federal income tax purposes, the additional Notes will have a separate CUSIP number.

Guarantees

The obligations of HII pursuant to the Notes, including any repurchase obligations resulting from a Change of Control Triggering Event, will be unconditionally guaranteed, jointly and severally, on an unsecured basis, by each of HII’s direct and indirect Domestic Subsidiaries that Guarantees Debt under the Credit Agreement. In addition, if any Wholly Owned Domestic Subsidiary Guarantees Debt under any Credit Facility or Capital Markets Debt after the Issue Date, such Wholly Owned Domestic Subsidiary must also Guarantee the Notes; provided that no Subsidiary that has been designated an Unrestricted Subsidiary for purposes of the Credit Agreement or is an Immaterial Subsidiary under the Credit Agreement shall be required to provide such Note Guaranty. Each of HII’s subsidiaries that is not a Guarantor is considered to be “minor” (as defined in Rule 3-10(h) of Regulation S-X), and HII, as parent company issuer, does not have independent assets or operations. There are no significant restrictions on the ability of HII and its Guarantor Subsidiaries to obtain funds from HII’s subsidiaries by dividend or loan, except those imposed by applicable law.

Each Note Guaranty will be limited to the maximum amount that would not render the applicable Guarantor’s obligations subject to avoidance under applicable fraudulent conveyance provisions of the United States Bankruptcy Code or any comparable provision of state law. By virtue of this limitation, a Guarantor’s obligation under its Note Guaranty could be significantly less than amounts payable with respect to the Notes, or a Guarantor may have effectively no obligation under its Note Guaranty. See “Risk Factors—Risks Relating to the Notes—Insolvency and fraudulent transfer laws and other limitations may preclude the recovery of payment under the Notes and the guarantees.”

The Note Guaranty of a Guarantor will terminate upon

(1) a sale or other disposition (including by way of consolidation or merger) of Capital Stock of the Guarantor if, as a result of such disposition, such Guarantor ceases to be a Subsidiary or the sale or disposition of all or substantially all the assets of the Guarantor (other than to HII or a Subsidiary) is otherwise permitted by the indenture,

(2) the release or discharge of the Guarantee by such Guarantor of Debt under each Credit Facility to which it is a party or becomes a party after the Issue Date, other than a discharge through payment under such Guarantee, or

(3) defeasance or discharge of the Notes, as provided in “—Defeasance and Discharge.”

Optional Redemption

The Notes will be redeemable, in whole or in part, at the option of HII, at any time and from time to time, with respect to the 2025 Notes, prior to April 1, 2025 (one month prior to the maturity of the New 2025 Notes) and, in the case of the 2030 Notes, at any time prior to February 1, 2030 (three months prior to the maturity of the New 2030 Notes) (each such date, a “Par Call Date”), upon not less than 15 nor more than 60 days’ notice, at a price equal to the greater of:

- 100% of the principal amount of the Notes redeemed; and
the sum of the present values of the Remaining Scheduled Payments, as defined below, that would be due if the Notes being redeemed on that redemption date matured on the applicable Par Call Date (exclusive of interest accrued to the date of redemption) discounted to the date of redemption, on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months), at the Treasury Rate plus 50 basis points;

provided, that if HII redeems any Notes on or after the applicable Par Call Date, the redemption price for such Notes will equal 100% of the principal amount of the Notes to be redeemed.

The redemption price for the Notes will include, in each case, accrued and unpaid interest, if any, to, but excluding, the applicable redemption date on the principal amount of Notes to be redeemed (subject to the right of the holders of record on the relevant regular record date to receive interest due on an interest payment date that is on or prior to such redemption date).

HII may at any time, and from time to time, purchase Notes in the open market or otherwise.

Selection and Notice

If fewer than all of the Notes of a particular series are being redeemed, the trustee will select the Notes of that series to be redeemed, by lot or by any other method the trustee in its sole discretion deems appropriate, in denominations of $2,000 principal amount and integral multiples of $1,000 in excess thereof; provided, that if the Notes of a particular series are represented by one or more global notes, beneficial interests in the Notes of that series will be selected for redemption by DTC in accordance with its standard procedures therefor. Upon surrender of any Note redeemed in part, the holder will receive a new Note equal in principal amount to the unredeemed portion of the surrendered Note. Once notice of redemption is sent to the holders, Notes called for redemption become due and payable at the redemption price on the redemption date. Commencing on the redemption date, Notes redeemed will cease to accrue interest.

No Mandatory Redemption or Sinking Fund

There will be no mandatory redemption or sinking fund payments for the Notes.

Ranking

The New Notes of each series and the related Note Guarantees will rank equally to each other in right of payment with or senior to all Debt of HII and the Guarantors, but will be effectively junior to all secured Debt of HII and the Guarantors to the extent of the value of the assets securing such Debt. As of September 30, 2020, we had $2.278 billion of total debt, including the Old Notes, the 5.000% 2025 Notes, the 2027 Notes, and our outstanding Mississippi IRBs and GoZone IRBs. As of September 30, 2020, we also had $1.734 billion of unutilized borrowing capacity under our Credit Facilities. Subject to the limits described under “Limitation on Liens,” HII and its Subsidiaries may incur additional secured Debt.

None of HII’s current or future Foreign Subsidiaries, Subsidiaries that are not wholly owned, Subsidiaries that are Immaterial Subsidiaries under the Credit Agreement, or Subsidiaries that are designated as Unrestricted Subsidiaries under the Credit Agreement will guarantee the Notes. Claims of creditors of non-guarantor subsidiaries, including trade creditors, and claims of preferred stockholders (if any) of those subsidiaries generally will have priority with respect to the assets and earnings of those subsidiaries over the claims of creditors of HII, including holders of the Notes. The Notes and each Note Guaranty therefore will be effectively subordinated to creditors (including trade creditors) and preferred stockholders (if any) of subsidiaries of HII that are not Guarantors. As of September 30, 2020, HII’s non-Guarantor subsidiaries had no material assets or liabilities.

The indenture does not limit the Incurrence of Debt by HII or any of its Subsidiaries, and HII and its Subsidiaries may be able to Incur substantial amounts of additional Debt, including additional secured Debt.
Limitation on Liens

HII will not, and will not permit any Restricted Subsidiary to, directly or indirectly, incur or permit to exist any Liens of any nature whatsoever that secure Debt on any Principal Property of HII or any Restricted Subsidiary, or on shares of Capital Stock or Debt issued by any Restricted Subsidiary and owned by the Company or any Restricted Subsidiary, whether the Principal Property, shares of Capital Stock or Debt were owned at the Issue Date or thereafter acquired, other than Permitted Liens, without effectively providing, substantially concurrently with or prior to the creation of such Lien, that the Notes (or, in the case of a Restricted Subsidiary that is a Guarantor, its Note Guaranty) are secured equally and ratably with (or, if the obligation to be secured by the Lien is subordinated in right of payment to the Notes or any Note Guaranty, prior to) the obligations so secured for so long as such obligations are so secured.

"Principal Property" means any manufacturing plant or warehouse, together with the land upon which it is erected and fixtures comprising a part thereof, owned by the Company or any Restricted Subsidiary and located in the United States, the gross book value of which on the date as of which the determination is being made is an amount which exceeds 2% of Consolidated Net Tangible Assets, but not including any property financed through the issuance of any tax exempt governmental obligation, or any such manufacturing plant or warehouse or any portion thereof or any such fixture (together with the land upon which it is erected and fixtures comprising a part thereof) which, in the opinion of the board of directors of HII, is not of material importance to the total business conducted by the Company and its Subsidiaries, considered as a single enterprise.

For purposes of determining compliance with this covenant, (A) a Lien securing an item of Debt need not be permitted solely by reference to one category (or portion thereof) described in the definition of “Permitted Liens,” but may be permitted in part under any combination thereof and (B) in the event that a Lien securing an item of Debt (or any portion thereof) meets the criteria of one or more of the categories (or portions thereof) of Permitted Liens, HII shall, in its sole discretion, divide, classify or reclassify, or later divide, classify, or reclassify, such Lien securing such item of Debt (or any portion thereof) in any manner that complies (based on circumstances existing at the time of such division, classification or reclassification) with this covenant.

Limitation on Sale and Leaseback Transactions

HII will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction with respect to any Principal Property unless:

1. the Sale and Leaseback Transaction is solely with HII or a Guarantor;

2. the lease is for a period not in excess of 36 months, including renewals;

3. HII or such Subsidiary would (at the time of entering into such arrangement) be entitled as described in clauses (1) through (27) of the definition of “Permitted Liens,” without equally and ratably securing the Notes then outstanding under the indenture, to create, Incure, issue, assume or guarantee Debt secured by a Lien on such property in the amount of the Attributable Debt arising from such Sale and Leaseback Transaction;

4. HII or such Subsidiary within 360 days after the sale of such property in connection with such Sale and Leaseback Transaction is completed, applies an amount equal to the greater of (a) the net proceeds of the sale of such property or (b) the fair market value of such property to (i) the permanent retirement of the Notes, other Debt of HII ranking equally in right of payment with the Notes or Debt of a non-Guarantor Subsidiary or (ii) the purchase of property; or
(5) the Attributable Debt of HII and its Subsidiaries in respect of such Sale and Leaseback Transaction and all other Sale and Leaseback Transactions entered into after the Issue Date (other than any such Sale and Leaseback Transaction as would be permitted as described in clauses (1) through (4) above), plus the aggregate principal amount of Debt secured by Liens on properties then outstanding (not including any such Debt secured by Liens described in clauses (1) through (26) of the definition of “Permitted Liens”) which do not equally and ratably secure such outstanding Notes (or secure such outstanding Notes on a basis that is prior to other Debt secured thereby), would not exceed 15% of Consolidated Net Tangible Assets.

Repurchase of Notes upon a Change of Control Triggering Event

Not later than 30 days following a Change of Control Triggering Event or, at our option, prior to the consummation of any Change of Control but after public announcement of the transaction that constitutes or may constitute the Change of Control, HII will make an Offer to Purchase all outstanding Notes of each series at a purchase price equal to 101% of the principal amount, plus accrued and unpaid interest to, but excluding, the date of purchase.

An “Offer to Purchase” must be made by written offer, which will specify the principal amount of Notes subject to the offer and the purchase price. The offer must specify an expiration date (the "expiration date") not less than 15 days or more than 60 days after the date of the offer and a settlement date for purchase (the "purchase date") not more than five business days after the expiration date. The offer must describe the transaction or transactions that constitute the Change of Control Triggering Event. The offer will also contain instructions and materials necessary to enable holders to tender Notes pursuant to the offer.

A holder may tender all or any portion of its Notes pursuant to an Offer to Purchase, subject to the requirement that any portion of a Note tendered must be equal to $2,000 principal amount or a higher multiple of $1,000, provided, that any unpurchased portion of a Note must be in a minimum principal amount of $2,000. Holders are entitled to withdraw Notes tendered up to the close of business on the expiration date. On the purchase date the purchase price will become due and payable on each Note accepted for purchase pursuant to the Offer to Purchase, and interest on Notes purchased will cease to accrue on and after the purchase date.

HII will not be required to make an Offer to Purchase upon a Change of Control Triggering Event if (i) a third party makes such Offer to Purchase contemporaneously with or upon a Change of Control Triggering Event in the manner, at the times and otherwise in compliance with the requirements of the indenture and purchases all Notes validly tendered and not withdrawn under such Offer to Purchase or (ii) a notice of redemption to the holders of the Notes has been given pursuant to the indenture as described under “—Optional Redemption.”

In the event that holders of not less than 90% of the aggregate principal amount of the outstanding Notes of the applicable series of Notes accept an Offer to Purchase following a Change of Control Triggering Event and HII purchases all of the Notes of such series held by such holders, HII will have the right, upon not less than 15 nor more than 60 days’ prior notice, given not more than 30 days following the purchase pursuant to the Offer to Purchase described above, to redeem all of the Notes of such series that remain outstanding following such purchase at a redemption price equal to 101% of the aggregate principal amount of Notes redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the date of redemption, subject to the right of the holders of record on the relevant regular record date to receive interest due on an interest payment date that is on or prior to such date of redemption.

HII will comply with Rule 14e-1 under the Exchange Act and all other applicable laws in making any Offer to Purchase, and the above procedures will be deemed modified as necessary to permit such compliance.

The occurrence of certain change of control events with respect to HII would constitute a default under the Credit Agreement. In the event a Change of Control Triggering Event occurs, HII could attempt to seek a waiver from the requisite lenders under the Credit Agreement or refinance the Credit Agreement. If HII were not able to refinance or obtain the requisite consents for a waiver, it would constitute an Event of Default under the Credit Agreement.
Future debt of HII may prohibit HII from purchasing Notes in the event of a Change of Control Triggering Event, provide that a Change of Control Triggering Event is a default or require repurchase upon a Change of Control Triggering Event. In addition, the indenture governing the 5.000% 2025 Notes and the indenture governing the 2027 Notes require that we make an offer to repurchase the 5.000% 2025 Notes and the 2027 Notes, respectively, upon the occurrence of a change of control with respect to HII. Moreover, the exercise by the Noteholders of their right to require HII to purchase the Notes could cause a default under other debt, even if the Change of Control Triggering Event itself does not, due to the financial effect of the purchase on HII.

Finally, HII’s ability to pay cash to the noteholders following the occurrence of a Change of Control Triggering Event may be limited by HII’s then-existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make the required purchase of the Notes. See “Risk Factors—Risks Relating to the Notes—The Notes are subject to a change of control provision, and we may not have the ability to raise the funds necessary to fulfill our obligations under the Notes following a change of control triggering event.”

The phrase “all or substantially all,” as used with respect to the assets of HII in the definition of “Change of Control,” is subject to interpretation under applicable state law, and its applicability in a given instance would depend upon the facts and circumstances. As a result, there may be a degree of uncertainty in ascertaining whether a sale or transfer of “all or substantially all” the assets of HII has occurred in a particular instance, in which case a holder’s ability to obtain the benefit of these provisions could be unclear.

Except as described above with respect to a Change of Control Triggering Event, the indenture will not contain provisions that permit the holders of the Notes to require that HII purchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

The provisions under the indenture relating to HII’s obligation to make an offer to repurchase each series of Notes as a result of a Change of Control Triggering Event may be waived or amended as described in “—Amendments and Waivers.”

**Financial Reports**

(a) HII shall deliver to the trustee, within 15 days after it files them with the SEC, copies of the annual reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which HII is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act. HII also shall comply with the other provisions of Section 314(a) of the Trust Indenture Act.

(b) For so long as any of the Notes remain outstanding and constitute “restricted securities” under Rule 144, HII will furnish to the holders of the Notes and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

**Reports to Trustee**

HII will deliver to the trustee

(1) within 120 days after the end of each fiscal year a certificate stating that HII has fulfilled its obligations under the indenture or, if there has been a Default, specifying the Default and its nature and status; and

(2) as soon as possible and in any event within 30 days after HII becomes aware of the occurrence of a Default, an officers’ certificate setting forth the details of the Default, and the action which HII proposes to take with respect thereto.
Consolidation, Merger or Sale of Assets

Company

HII will not

• consolidate with or merge with or into any Person, or
• sell, convey, transfer, lease or otherwise dispose of all or substantially all of its assets and the assets of its Subsidiaries, taken as a whole, as an entirety or substantially an entirety, in one transaction or a series of related transactions, to any Person, or
• permit any Person to merge with or into HII,

unless:

(1) either (x) HII is the continuing Person or (y) the resulting, surviving or transferee Person is a corporation, limited liability company or partnership (provided that if the resulting, surviving or transferee Person is a limited liability company or partnership, a corporate Wholly Owned Subsidiary becomes a co-obligor at such time) organized and validly existing under the laws of the United States of America or any jurisdiction thereof and expressly assumes by supplemental indenture all of the obligations of HII under the indenture and the Notes and the registration rights agreement;

(2) immediately after giving effect to the transaction, no Default has occurred and is continuing; and

(3) HII delivers to the trustee an officers’ certificate and an opinion of counsel, each stating that the consolidation, merger or transfer and the supplemental indenture (if any) comply with the indenture;

provided, that clause (2) does not apply (i) to the consolidation or merger of HII with or into a Wholly Owned Subsidiary or the consolidation or merger of a Wholly Owned Subsidiary with or into HII, or to the sale, lease, conveyance, transfer, or other disposition of all or substantially all of its assets and the assets of its Subsidiaries, taken as a whole, as an entirety or substantially an entirety, to a Wholly Owned Subsidiary that is a Guarantor, or (ii) if the sole purpose of the transaction is to change the jurisdiction of incorporation of HII.

Guarantors

No Guarantor may

• consolidate with or merge with or into any Person, or
• sell, convey, transfer or dispose of, all or substantially all its assets as an entirety or substantially as an entirety, in one transaction or a series of related transactions, to any Person, or
• permit any Person to merge with or into the Guarantor,

unless:

(1) the other Person is HII or any Subsidiary that is a Guarantor or becomes a Guarantor concurrently with the transaction; or
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(2) (A) either (x) the Guarantor is the continuing Person or (y) the resulting, surviving or transferee Person expressly assumes by supplemental indenture all of the obligations of the Guarantor under its Note Guaranty; and

(B) immediately after giving effect to the transaction, no Default has occurred and is continuing; or

(3) the transaction constitutes a sale or other disposition (including by way of consolidation or merger) of the Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor (in each case other than to HII or a Subsidiary) otherwise permitted by the indenture.

Default and Remedies

Events of Default

An “Event of Default” will occur with respect to either series of the Notes if

(1) HII defaults in the payment of the principal of any Note when the same becomes due and payable at maturity, upon acceleration or redemption, or otherwise (other than pursuant to an Offer to Purchase pursuant to “—Repurchase of Notes upon a Change of Control Triggering Event”);

(2) HII defaults in the payment of interest (including any additional interest) on any Note when the same becomes due and payable, and the default continues for a period of 30 days;

(3) HII defaults in the performance of or breaches any other covenant or agreement of HII in the indenture or under the Notes and the default or breach continues for a period of 90 consecutive days after written notice thereof to HII by the trustee or to HII and the trustee by the holders of 25% or more in aggregate principal amount of the Notes (which notice requires that the default be remedied and states that it is a notice of default under the indenture);

(4) (i) any failure to pay indebtedness for money HII borrowed or guaranteed the payment of in an aggregate principal amount of at least $100 million at the later of Stated Maturity and the expiration of any related applicable grace period and such defaulted payment shall not have been made, waived or extended within 30 days or (ii) acceleration of the Stated Maturity of any indebtedness for money that HII borrowed or guaranteed the payment of in an aggregate principal amount of at least $100 million, if such indebtedness has not been discharged in full or such acceleration has not been rescinded or annulled within 30 days; provided, however, that, if the default under the instrument is cured by HII, or waived by the holders of the indebtedness, in each case as permitted by the governing instrument, then the event of default under the indenture governing the Notes caused by such default will be deemed likewise to be cured or waived;

(5) certain bankruptcy defaults occur with respect to HII; or

(6) any Note Guaranty of a Significant Subsidiary (or a group of Subsidiaries that would, taken together, be a Significant Subsidiary) ceases to be in full force and effect, other than in accordance the terms of the indenture, or a Guarantor that is a Significant Subsidiary (or a group of Subsidiaries that would, taken together, be a Significant Subsidiary) denies or disaffirms its obligations under its Note Guaranty.

Consequences of an Event of Default

If an Event of Default, other than a bankruptcy default with respect to HII, occurs and is continuing under the indenture, the trustee or the holders of at least 25% in aggregate principal amount of the Notes then outstanding, by written notice to HII (and to the trustee if the notice is given by the holders), may, and the trustee at the request of such holders shall, declare the principal of and accrued and unpaid interest on the Notes to be immediately due and payable. Upon a declaration of acceleration, such principal and interest will become immediately due and payable. If a bankruptcy default occurs with respect to HII, the principal of and accrued and
unpaid interest on such series of Notes then outstanding will become immediately due and payable without any declaration or other act on the part of the trustee or any holder.

In the event of a declaration of acceleration of the Notes solely because an Event of Default described in clause (4) above has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically rescinded and annulled if the event of default or payment default triggering such Event of Default pursuant to clause (4) shall be remedied or cured by HII or a Significant Subsidiary of HII or waived (and the related declaration of acceleration rescinded or annulled) by the holders of the relevant Debt within 20 business days after the declaration of acceleration with respect thereto and if the rescission and annulment of the acceleration of such series of Notes would not conflict with any judgment or decree of a court of competent jurisdiction obtained by the trustee for the payment of amounts due on the Notes.

The holders of a majority in principal amount of the outstanding Notes by written notice to HII and to the trustee may waive all past defaults and rescind and annul a declaration of acceleration and its consequences if

(1) all existing Events of Default, other than the nonpayment of the principal of, premium, if any, and interest on the Notes that have become due solely by the declaration of acceleration, have been cured or waived,

(2) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction, and

(3) all sums paid or advanced by the trustee under the indenture and the reasonable fees, expenses and disbursements of the trustee, its agents and counsel have been paid.

Except as otherwise provided in “—Consequences of an Event of Default” or “—Amendments and Waivers—Amendments with Consent of Holders,” the holders of a majority in principal amount of the outstanding Notes may, by notice to the trustee, waive an existing Default and its consequences. Upon such waiver, the Default will cease to exist, and any Event of Default arising therefrom will be deemed to have been cured, but no such waiver will extend to any subsequent or other Default or impair any right consequent thereon.

The holders of a majority in principal amount of the outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to the Notes. However, the trustee may refuse to follow any direction that conflicts with law or the indenture, that may involve the trustee in personal liability, or that the trustee determines in good faith may be unduly prejudicial to the rights of holders of Notes not joining in the giving of such direction, and may take any other action it deems proper that is not inconsistent with any such direction received from holders of the Notes.

A holder of Notes may not institute any proceeding, judicial or otherwise, with respect to the indenture or the Notes, or for the appointment of a receiver or trustee, or for any other remedy under the indenture or the Notes, unless:

(1) the holder has previously given to the trustee written notice of a continuing Event of Default with respect to the Notes;

(2) holders of at least 25% in aggregate principal amount of outstanding Notes have made written request to the trustee to institute proceedings in respect of the Event of Default in its own name as trustee under the indenture;

(3) holders have offered to the trustee indemnity reasonably satisfactory to the trustee against any costs, liabilities or expenses to be incurred in compliance with such request;
(4) the trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(5) during such 60-day period, the holders of a majority in aggregate principal amount of the outstanding Notes have not given the trustee a direction that is inconsistent with such written request.

Notwithstanding anything to the contrary, the right of a holder of a Note to receive payment of principal of or interest on its Note on or after the Stated Maturities thereof or after a redemption or repurchase date therefor, or to bring suit for the enforcement of any such payment on or after such dates, may not be impaired or affected without the consent of that holder.

If any Default occurs and is continuing and is known to the trustee, the trustee will send notice of the Default to each holder within 90 days after it occurs, unless the Default has been cured; provided that, except in the case of a default in the payment of the principal of or interest on any Note, the trustee may withhold the notice if and so long as the board of directors, the executive committee or a trust committee of directors of the trustee in good faith determine that withholding the notice is in the interest of the holders.

No Liability of Directors, Officers, Employees, Incorporators, Members and Stockholders

No director, officer, employee, incorporator, manager, member, general or limited partner or stockholder, past, present and future, of HII or any of its Subsidiaries, as such, will have any liability for any obligations of HII or any Guarantor under the Notes, any Note Guaranty or the indenture or for any claim based on, in respect of, or by reason of, such obligations. Each holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. This waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Amendments and Waivers

Amendments without Consent of Holders

HII and the trustee may amend or supplement the indenture or the Notes without notice to or the consent of any noteholder

(1) to cure any ambiguity, defect or inconsistency in the indenture or the Notes;

(2) to comply with “Consolidation, Merger or Sale of Assets”;

(3) to comply with any requirements of the SEC in connection with the qualification of the indenture under the Trust Indenture Act;

(4) to evidence and provide for the acceptance of an appointment by a successor trustee;

(5) to provide for uncertificated Notes in addition to or in place of certificated Notes, provided that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code;

(6) to provide for any Guarantee of the Notes, to secure the Notes or to confirm and evidence the release, termination or discharge of any Guarantee of or Lien securing the Notes when such release, termination or discharge is permitted by the indenture;

(7) to provide for or confirm the issuance of additional Notes;
(8) to make any other change that does not materially and adversely affect the rights of any holder;

(9) to provide for the issuance of the New Notes;

(10) to add to the covenants of HII for the benefit of the noteholders;

(11) to add additional Events of Default; or

(12) to conform any provision to the “Description of the Notes” contained in the offering memorandum pursuant to which the Old Notes were originally issued.

Amendments with Consent of Holders

(a) Except as otherwise provided in “—Default and Remedies—Consequences of an Event of Default” or paragraph (b), HII and the trustee may amend the indenture and the Notes with the written consent of the holders of a majority in principal amount of the outstanding Notes and the holders of a majority in principal amount of outstanding Notes may waive future compliance by HII with any provision of the indenture or the Notes.

(b) Notwithstanding the provisions of paragraph (a), without the consent of each holder affected, an amendment or waiver may not

(1) reduce the principal amount of or change the Stated Maturity of any installment of principal of any Note,

(2) reduce the rate of interest or change the Stated Maturity of any interest payment on any Note,

(3) reduce the amount payable upon the redemption of any Note or change the time of any mandatory redemption or, in respect of an optional redemption, the times at which any Note may be redeemed or, once notice of redemption has been given, the time at which it must thereupon be redeemed,

(4) after the time an Offer to Purchase is required to have been made, reduce the purchase amount or purchase price, or extend the latest expiration date or purchase date thereunder,

(5) make any Note payable in money other than that stated in the Note,

(6) impair the right of any holder of Notes to receive any principal payment or interest payment on such holder’s Notes, on or after the Stated Maturity thereof or any redemption or repurchase date therefor, or to institute suit for the enforcement of any such payment,

(7) make any change in the percentage of the principal amount of the Notes required for amendments or waivers,

(8) modify or change any provision of the indenture affecting the ranking of the Notes or any Note Guaranty in a manner adverse to the holders of the Notes, or

(9) make any change in any Note Guaranty that would adversely affect the noteholders in any material respect.

It is not necessary for noteholders to approve the particular form of any proposed amendment, supplement or waiver, but is sufficient if their consent approves the substance thereof.
Defeasance and Discharge

HII may discharge its obligations under either series of Notes and the indenture with respect to such series of Notes by irrevocably depositing in trust with the trustee money sufficient or U.S. Government Obligations the principal of and interest on which will be sufficient, or a combination thereof sufficient, to pay principal of and interest on such series of Notes to maturity or redemption within one year, subject to meeting certain other conditions.

HII may also elect to

1. discharge most of its obligations in respect of such series of Notes and the indenture, not including obligations related to the defeasance trust or to the replacement, transfer or exchange of such Notes or its obligations to the trustee ("legal defeasance") or

2. discharge its obligations under most of the covenants with respect to such series of Notes (and the events listed in clauses (3) (solely with respect to the covenants being defeased), (4) and (6) under “—Default and Remedies—Events of Default” will no longer constitute Events of Default) ("covenant defeasance")

by irrevocably depositing in trust with the trustee money sufficient or U.S. Government Obligations the principal of and interest on which will be sufficient, or a combination thereof sufficient, to pay principal of and interest on such series of Notes to maturity or redemption and by meeting certain other conditions, including delivery to the trustee of either a ruling received from the Internal Revenue Service or an opinion of counsel to the effect that the holders will not recognize income, gain or loss for federal income tax purposes as a result of the defeasance and will be subject to federal income tax on the same amount and in the same manner and at the same times as would otherwise have been the case. In the case of legal defeasance, such an opinion could not be given absent a change of law after the Issue Date.

In the case of either discharge or defeasance, the related Note Guarantees, if any, will terminate with respect to such series of Notes.

Concerning the Trustee

Wells Fargo Bank, National Association is the trustee under the indenture.

Except during the continuance of an Event of Default, the trustee need perform only those duties that are specifically set forth in the indenture and no others, and no implied covenants or obligations will be read into the indenture against the trustee. In case an Event of Default has occurred and is continuing, the trustee shall exercise those rights and powers vested in it by the indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. No provision of the indenture will require the trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties thereunder, or in the exercise of its rights or powers, unless it receives indemnity satisfactory to it against any loss, liability or expense.

The indenture and provisions of the Trust Indenture Act incorporated by reference therein contain limitations on the rights of the trustee, should it become a creditor of any obligor on the Notes, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee is permitted to engage in other transactions with HII and its affiliates; provided that if it acquires any conflicting interest as defined under the Trust Indenture Act, it must either eliminate the conflict within 90 days or resign.
Form, Denomination and Registration of Notes

The Old Notes were, and the New Notes will be, issued in registered form, without interest coupons, in denominations of $2,000 and integral multiples of $1,000 in excess thereof, initially in the form of global notes, as further provided below.

The trustee is not required (i) to issue, register the transfer of or exchange any Note for a period of 15 days before a selection of Notes to be redeemed or purchased pursuant to an Offer to Purchase, (ii) to register the transfer of or exchange any Note so selected for redemption or purchase in whole or in part, except, in the case of a partial redemption or purchase, that portion of the Note not being redeemed or purchased, or (iii) if a redemption or a purchase pursuant to an Offer to Purchase is to occur after a regular record date but on or before the corresponding interest payment date, to register the transfer or exchange of any Note on or after the regular record date and before the date of redemption or purchase. See “—Global Notes,” “—Certificated Notes,” and “Notice to Investors” for a description of additional transfer restrictions applicable to the Notes.

No service charge will be imposed in connection with any transfer or exchange of any Note, but HII may in general require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith.

Global Notes

Global notes evidencing the New Notes will be deposited with the trustee as custodian for DTC and registered in the name of a nominee of DTC. Beneficial interests in the global notes will be shown on records maintained by DTC and its direct and indirect participants. So long as DTC or its nominee is the registered owner or holder of a global note, DTC or such nominee will be considered the sole owner or holder of the Notes represented by such global note for all purposes under the indenture and the Notes. No owner of a beneficial interest in a global note will be able to transfer such interest except in accordance with DTC’s applicable procedures and the applicable procedures of its direct and indirect participants.

Investors may hold their beneficial interests in the global notes directly through DTC if they are participants in DTC, or indirectly through organizations which are participants in DTC.

Payments of principal and interest under each global note will be made to DTC’s nominee as the registered owner of such global note. HII expects that the nominee, upon receipt of any such payment, will immediately credit DTC participants’ accounts with payments proportional to their respective beneficial interests in the principal amount of the relevant global note as shown on the records of DTC. HII also expects that payments by DTC participants to owners of beneficial interests will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants, and none of HII, the trustee, the custodian or any paying agent or registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial interests in any global note or for maintaining or reviewing any records relating to such beneficial interests.

If the depositary for a global security is DTC, a Person may hold interests in the global notes through Clearstream Banking S.A. (“Clearstream”), or Euroclear Bank SA/NV, as operator of the Euroclear System (“Euroclear”), in each case, as a participant in DTC. Euroclear and Clearstream will hold interests, in each case, on behalf of their participants through customers’ securities accounts in the names of Euroclear and Clearstream on the books of their respective depositaries, which in turn will hold such interests in customers’ securities in the depositaries’ names on DTC’s books.

Payments, deliveries, transfers, exchanges, notices and other matters relating to the Notes made through Euroclear or Clearstream must comply with the rules and procedures of those systems. Those systems could
change their rules and procedures at any time. HII has no control over those systems or their participants, and HII takes no responsibility for their activities. Transactions between participants in Euroclear or Clearstream, on the one hand, and other participants in DTC, on the other hand, would also be subject to DTC’s rules and procedures.

Investors will be able to make and receive through Euroclear and Clearstream payments, deliveries, transfers, exchanges, notices and other transactions involving any securities held through those systems only on days when those systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States.

In addition, because of time-zone differences, U.S. investors who hold their interests in the Notes through these systems and wish, on a particular day, to transfer their interests, or to receive or make a payment or delivery or exercise any other right with respect to their interests, may find that the transaction will not be effected until the next business day in Luxembourg or Brussels, as applicable. Thus, investors who wish to exercise rights that expire on a particular day may need to act before the expiration date. In addition, investors who hold their interests through both DTC and Euroclear or Clearstream may need to make special arrangements to finance any purchase or sales of their interests between the U.S. and European clearing systems, and those transactions may settle later than transactions within one clearing system.

Certificated Notes

The New Notes will not bear any restricted legend.

A certificated Old Note not exchanged in the exchange offer may be transferred to a Person who wishes to hold a beneficial interest in the U.S. global note only upon receipt by the trustee of a Rule 144A certificate of the transferee. A certificated Old Note may be transferred to a Person who wishes to hold a beneficial interest in the offshore global note only upon receipt by the trustee of a Regulation S certificate of the transferee. A certificated Old Note may be transferred to a Person who wishes to hold a certificated Note only upon receipt by the trustee of (x) a Rule 144A certificate of the transferee, (y) a Regulation S certificate of the transferee or (z) an institutional accredited investor certificate of the transferee, and/or an opinion of counsel and such other certifications and evidence as HII may reasonably require in order to determine that the proposed transfer is being made in compliance with the Securities Act. Any such transfer of certificated Old Notes to an institutional accredited investor must involve Old Notes having a principal amount of not less than $250,000. The restrictions on transfer described in this paragraph will not apply (1) to Notes sold pursuant to a registration statement under the Securities Act or to the New Notes or (2) after such time (if any) as HII determines and instructs the trustee that the Old Notes are eligible for resale pursuant to Rule 144 under the Securities Act without the need for current public information. There is no assurance that the Old Notes will become eligible for resale pursuant to Rule 144. Notwithstanding the foregoing, certificated Notes that do not bear the restricted legend set forth in the section “Notice to Investors” in the offering memorandum pursuant to which the Old Notes were originally issued will not be subject to transfer restrictions.

If DTC notifies HII that it is unwilling or unable to continue as depositary for a global note and a successor depositary is not appointed by HII within 90 days of such notice, or an Event of Default has occurred and the trustee has received a request from DTC, the trustee will exchange each beneficial interest in that global note for one or more certificated Notes registered in the name of the owner of such beneficial interest, as identified by DTC. Any such certificated note issued in exchange for a beneficial interest in the U.S. global note will bear the restricted legend set forth under “Notice to Investors” in the offering memorandum pursuant to which the Old Notes were originally issued and accordingly will be subject to the restrictions on transfer applicable to certificated Old Notes bearing such restricted legend.
Same Day Settlement and Payment

The indenture will require that payments in respect of the Notes represented by the global notes be made by wire transfer of immediately available funds to DTC for transfer to the accounts of its participants. With respect to Notes in certificated form, HII will make all payments by wire transfer of immediately available funds to the accounts specified by the holders thereof or, if no such account is specified, by mailing a check to each holder’s registered address.

The New Notes represented by global notes are expected to be eligible to trade in DTC’s Same-Day Funds Settlement System, and any permitted secondary market trading activity in such Notes will, therefore, be required by DTC to be settled in immediately available funds. HII expects that secondary trading in any certificated Notes will also be settled in immediately available funds.

Governing Law

The indenture, the Old Notes, including any Note Guarantees, and the New Notes and related Note Guarantees shall be governed by, and construed in accordance with, the laws of the State of New York.

Certain Definitions

“Attributable Debt” means, with respect to any Sale and Leaseback Transaction that does not result in a Capital Lease, the present value (computed in accordance with GAAP) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction (including any period for which such lease has been extended). In the case of any lease which is terminable by the lessee upon payment of a penalty, the Attributable Debt shall be the lesser of:

(1) the Attributable Debt determined assuming termination upon the first date such lease may be terminated (in which case the Attributable Debt shall also include the amount of the penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated); and

(2) the Attributable Debt determined assuming no such termination.

“Capital Lease” means, with respect to any Person, any lease of any property which, in conformity with GAAP, is required to be classified as a finance lease on the balance sheet of such Person.

“Capital Markets Debt” means any Debt consisting of bonds, debentures, Notes or other similar debt securities in an aggregate principal amount outstanding equal to or greater than $200 million issued in (a) a public offering registered under the Securities Act, (b) a private placement to institutional investors that is resold in accordance with Rule 144A or Regulation S under the Securities Act, whether or not it includes registration rights entitling the holders of such debt securities to registration thereof with the SEC or (c) a private placement to institutional investors. For the avoidance of doubt, the term “Capital Markets Debt” does not include any Debt under a Credit Agreement, Debt incurred in connection with a Sale and Leaseback Transaction, Debt incurred in the ordinary course of business of HII, obligations under Capital Leases or recourse transfer of any financial asset or any other type of Debt incurred in a manner not customarily viewed as a “securities offering.”

“Capital Stock” means, with respect to any Person, any and all shares of stock of a corporation, partnership interests or other equivalent interests (however designated, whether voting or non-voting) in such Person’s equity, entitling the holder to receive a share of the profits and losses, and a distribution of assets, after liabilities, of such Person.
“Change of Control” means:

(1) the merger or consolidation of HII with or into another Person or the merger of another Person with or into HII or the merger of any Person with or into a Subsidiary of HII if Capital Stock of HII is issued in connection therewith, or the sale of all or substantially all the assets of HII to another Person, unless holders of a majority of the aggregate voting power of the Voting Stock of HII, immediately prior to such transaction, hold securities of the surviving or transferee Person that represent, immediately after such transaction, at least a majority of the aggregate voting power of the Voting Stock of the surviving Person;

(2) any “person” or “group” (as such terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) is or becomes the “beneficial owner” (as such term is used in Rules 13d-3 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of HII; or

(3) the adoption of a plan relating to the liquidation or dissolution of HII.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (a) HII becomes a direct or indirect wholly owned subsidiary of a holding company (which shall include a parent company) and (b)(i) the holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of our Voting Stock immediately prior to that transaction or (ii) no “person” (as that term is used in Section 13(d)(3) of the Exchange Act) (other than a holding company satisfying the requirements of this sentence) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the voting power of the Voting Stock of such holding company immediately following such transaction.

“Change of Control Triggering Event” means, with respect to either series of Notes, the occurrence of both a Change of Control and a Ratings Decline.

“Comparable Treasury Issue” means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes (assuming, for this purpose, that the Notes matured on the Par Call Date) to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes (assuming, for this purpose, that the Notes matured on the Par Call Date).

“Comparable Treasury Price” means, with respect to any redemption date for the Notes:

• the average of the Reference Treasury Dealer Quotations obtained by HII for that redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations; or

• if HII obtains fewer than four Reference Treasury Dealer Quotations, the average of all quotations obtained by HII; or

• if HII obtains only one Reference Treasury Dealer Quotation, such quotation.

“Consolidated Net Tangible Assets” of any Person means the aggregate amount of assets of such Person and its Subsidiaries after deducting therefrom (to the extent otherwise included therein) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles, all as set forth on the most recent quarterly or annual (as the case may be) consolidated balance sheet (prior to the relevant date of determination for which internal financial statements are available) of such Person and its Subsidiaries in accordance with GAAP.
“Credit Agreement” means the credit agreement, dated November 22, 2017, among HII, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and an issuing bank, and certain other issuing banks, together with any related documents (including any guarantee agreements), as such agreement may be amended, modified, supplemented, restated, extended, renewed, refinanced or replaced or substituted from time to time in one or more agreements or instruments (in each case with the same or new lender, group of lenders, investors, purchasers or other debtholders), including pursuant to any agreement extending the maturity thereof or otherwise restructuring all or any portion of the Debt thereunder or increasing the amount loaned or issued thereunder.

“Credit Facility” means any (i) credit facility (including the Credit Agreement) with banks or other lenders providing for revolving credit loans or term loans providing for the Incurrence of Debt in an aggregate principal amount outstanding equal to or greater than $200 million, and (ii) any agreement that refinances any Debt Incurred under any agreement described in clause (i) or this clause (ii), including in each case any successor or replacement agreement or agreements.

“Debt” means, with respect to any Person, without duplication,

(1) all indebtedness of such Person for borrowed money;

(2) all obligations of such Person evidenced by bonds, debentures, Notes or other similar instruments;

(3) all obligations of such Person as lessee under Capital Leases; and

(4) all Debt of other Persons Guaranteed by such Person to the extent so Guaranteed.

“Default” means any event that is, or after notice or passage of time or both would be, an Event of Default.

“Domestic Subsidiary” means any Subsidiary formed under the laws of the United States of America or any jurisdiction thereof.

“Fitch” means Fitch Ratings Limited and its successors.

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary.

“GAAP” means generally accepted accounting principles in the United States of America.

“Guarantee” means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for purposes of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof, in whole or in part; provided that the term “Guarantee” does not include endorsements for collection or deposit in the ordinary course of business. The term “Guarantee” used as a verb has a corresponding meaning.

“Guarantor” means (i) each Domestic Subsidiary of HII in existence on the Issue Date that Guarantees any Debt under the Credit Agreement at such time and (ii) each Domestic Subsidiary that executes a supplemental indenture in the form attached to the indenture providing for the guaranty of the payment of the Notes, or any successor obligor under its Note Guaranty pursuant to “—Consolidation, Merger or Sale of Assets,” in each case unless and until such Guarantor is released from its Note Guaranty pursuant to the indenture.
"Hedging Agreement" means (i) any interest rate swap agreement, interest rate cap agreement or other agreement designed to protect against fluctuations in interest rates or (ii) any foreign exchange forward contract, currency swap agreement or other agreement designed to protect against fluctuations in foreign exchange rates or (iii) any commodity or raw material futures contract or any other agreement designed to protect against fluctuations in raw material prices.

"Incur" means, with respect to any Debt, to incur, create, issue, assume or Guarantee such Debt. If any Person becomes a Subsidiary on any date after the Issue Date, the Debt of such Person outstanding on such date will be deemed to have been Incurred by such Person on such date. The accretion of original issue discount or payment of interest in kind will not be considered an Incurrence of Debt.

"Independent Investment Banker" means one of the Reference Treasury Dealers, to be appointed by HII.

"Investment Grade Rating" means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by HII.

"Issue Date" means the date on which the Old Notes were originally issued under the indenture.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or Capital Lease having substantially the same economic effect as any of the foregoing).


"Note Guaranty" means the guaranty of the Notes by a Guarantor pursuant to the indenture.

"Permitted Liens" means

(1) Liens existing on the Issue Date not otherwise constituting Permitted Liens;

(2) Liens securing the Notes or any Note Guarantees;

(3) [reserved];

(4) pledges or deposits under worker’s compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts or leases, or to secure public or statutory obligations, surety bonds, customs duties and the like, or for the payment of rent, in each case incurred in the ordinary course of business and not securing Debt;

(5) Liens imposed by law, such as carriers’, vendors’, warehousemen’s and mechanics’ liens, in each case for sums not yet due or being contested in good faith and by appropriate proceedings;

(6) Liens in respect of taxes and other governmental assessments and charges;

(7) Liens securing reimbursement obligations with respect to letters of credit that encumber documents and other property relating to such letters of credit and the proceeds thereof and Liens on cash deposits held to cash collateralize letters of credit or Liens in respect of cash in connection with the operation of cash management programs and Liens associated with the discounting or sale of letters of credit;
(8) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property, not interfering in any material respect with the conduct of the business of HII and its Subsidiaries;

(9) licenses or leases or subleases as licensor, lessor or sublessor of any of its property, including intellectual property, in the ordinary course of business;

(10) customary Liens in favor of trustees and escrow agents, and netting and setoff rights, banker’s liens and the like in favor of financial institutions and counterparties to financial obligations and instruments, including Hedging Agreements;

(11) Liens on assets pursuant to merger agreements, stock or asset purchase agreements and similar agreements in respect of the disposition of such assets;

(12) judgment liens, and Liens securing appeal bonds or letters of credit issued in support of or in lieu of appeal bonds;

(13) Liens (including the interest of a lessor under a Capital Lease) on property that secure Debt of HII or any Subsidiary, which may include Capital Leases, mortgage financings or purchase money obligations, Incurred on or after the Issue Date no later than 180 days after the date of purchase or completion of construction or improvement of property, plant or equipment for the purpose of financing all or any part of the purchase price or cost of construction or improvement of such property and which attach within 180 days after the date of such purchase or the completion of construction or improvement and do not extend to any other property of HII and its Subsidiaries;

(14) Liens on property of a Person at the time such Person becomes a Subsidiary of HII;

(15) mortgages on property to secure the payment of all or any part of the price of acquisition, construction or improvement of such property by HII or a Subsidiary or to secure any Debt Incurred by HII or a Subsidiary, prior to, at the time of, or within twelve months after the later of the acquisition or completion of such improvements or construction or the placing in operation of such property, which Debt is Incurred for the purpose of financing all or any part of the purchase price thereof or construction or improvements thereon; provided, however, that in the case of any such acquisition, construction or improvement the mortgage shall not apply to any property theretofore owned by HII, or a Subsidiary, other than, in the case of any such construction or improvement, any theretofore substantially unimproved real property on which the property or improvement so constructed is located;

(16) Liens securing Debt or other obligations of HII or a Subsidiary to HII or a Subsidiary;

(17) Liens securing Hedging Agreements so long as such Hedging Agreements relate to Debt for borrowed money that is secured by a Lien on the same property securing such Hedging Agreements;

(18) Liens in favor of customs or revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods incurred in the ordinary course of business;

(19) deposits in the ordinary course of business to secure liability to insurance carriers;

(20) any interest of title of an owner of equipment or inventory on a loan or consignment to HII or any of its Subsidiaries and Liens arising from Uniform Commercial Code financing statement filings regarding operating leases entered into by HII or any Subsidiary in the ordinary course of business;
(21) Liens securing obligations for third party customer financing in the ordinary course of business;

(22) options, put, call and swap arrangements, rights of first refusal and similar rights relating to investments in joint ventures, limited liability companies, partnerships and the like permitted to be made under the indenture;

(23) Liens deemed to exist in connection with investments in repurchase agreements; provided that such Liens do not extend to any assets other than those assets that are the subject of such repurchase agreements;

(24) Liens on property necessary to defease Debt that was not Incurred in violation of the indenture;

(25) extensions, renewals, amendments, refinancings or replacements of any Permitted Lien in connection with the refinancing of the obligations secured thereby, provided that (a) such Lien does not extend to any other property and the amount secured by such Lien is not increased (except in respect of premium, fees and expenses related to any such refinancing); (b) such extension, renewal, amendment, refinancing or replacement Lien may not secure Debit for borrowed money unless the original Lien secured Debt for borrowed money; and (c) if the original Lien was incurred pursuant to clause (27), the Debt secured by such extension, renewal, amendment, refinancing or replacement Lien shall be deemed outstanding under clause (27), for purposes of measuring whether subsequent Incurrences under such clauses may be permitted;

(26) mortgages on property of HII or a Subsidiary in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, or in favor of any other country or any political subdivision thereof, or any department, agency or instrumentality of such country or political subdivision, to secure partial progress, advance or other payments pursuant to any contract or statute or to secure any Debt incurred for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to such mortgages (including without limitation mortgages incurred in connection with pollution control, industrial revenue or similar financings); and

(27) other Liens; provided that the amount of outstanding Debt secured by Liens Incurred pursuant to this clause (27), when aggregated with the amount of Attributable Debt outstanding and Incurred in reliance on clause (5) under “Certain Covenants—Limitation on Sale and Leaseback Transactions,” does not exceed 15% of Consolidated Net Tangible Assets at the time any such Lien is granted.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, including a government or political subdivision or an agency or instrumentality thereof.

“Rating Agencies” means (1) each of Fitch, Moody’s and S&P and (2) if any of Fitch, Moody’s or S&P ceases to rate the applicable series of Notes or fails to make a rating of such Notes publicly available for reasons outside of HII’s control, a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) of the Exchange Act selected by HII (as certified by a resolution of the board of directors of HII) as a replacement agency for Fitch, Moody’s or S&P, or all of them, as the case may be.

“Ratings Decline” means, with respect to a series of Notes, the rating on such Notes is lowered by at least two of the three Rating Agencies and the Notes are rated below an Investment Grade Rating by at least two of the three Rating Agencies, in any case on any day during the period (which period will be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by either of the Rating Agencies) commencing 60 days prior to the first public notice of the occurrence of a change of control or HII’s intention to effect a Change of Control and ending 60 days following consummation of such Change of Control; provided, however, that a ratings decline otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Ratings Decline) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform HII that the reduction was the result, in whole or in part, of any event
or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the Ratings Decline). The trustee shall not be responsible for determination or monitoring whether or not a Ratings Decline has occurred.

“Reference Treasury Dealer” means each of BofA Securities, Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC and their respective successors; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer (a “Primary Treasury Dealer”) HII will substitute therefor another nationally recognized investment banking firm that is a Primary Treasury Dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by HII, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to HII by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding such redemption date.

“Remaining Scheduled Payments” means, with respect to each Note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related redemption date but for such redemption (assuming, for this purpose, that the Notes matured on the Par Call Date); provided, however, that, if such redemption date is not an interest payment date with respect to such Note, the amount of the next succeeding scheduled interest payment thereon will be deemed to be reduced by the amount of interest accrued thereon to such redemption date.

“Restricted Subsidiary” means any of HII’s Subsidiaries that directly or indirectly through ownership of any Subsidiary owns a Principal Property.


“Sale and Leaseback Transaction” means an arrangement relating to property, plant or equipment now owned or hereafter acquired by HII or a Subsidiary whereby HII or a Subsidiary transfers such property to a Person and HII or such Subsidiary leases it from such Person, other than (i) leases between HII and a Subsidiary or between Subsidiaries or (ii) any such transaction entered into with respect to any property, plant or equipment or any improvements thereto at the time of, or within 180 days after, the acquisition or completion of construction of such property, plant or equipment or such improvements (or, if later, the commencement of commercial operation of any such property, plant or equipment), as the case may be, to finance the cost of such property, plant or equipment or such improvements, as the case may be.

“SEC” means the United States Securities and Exchange Commission.

“Significant Subsidiary” means any Subsidiary that is a “significant subsidiary” as defined in Article 1, Rule 1-02 (w)(1) or (2) of Regulation S-X promulgated under the Securities Act, as such regulation is in effect on the Issue Date.

“Stated Maturity” means (i) with respect to any Debt, the date specified as the fixed date on which the final installment of principal of such Debt is due and payable or (ii) with respect to any scheduled installment of principal of or interest on any Debt, the date specified as the fixed date on which such installment is due and payable as set forth in the documentation governing such Debt, not including any contingent obligation to repay, redeem or repurchase prior to the regularly scheduled date for payment.

“Subsidiary” means with respect to any Person, any corporation, association or other business entity of which more than 50% of the outstanding Voting Stock is owned, directly or indirectly, by, or, in the case of a partnership, the sole general partner or the managing partner or the only general partners of which are, such Person and one or more Subsidiaries of such Person (or a combination thereof). Unless otherwise specified, “Subsidiary” means a Subsidiary of HII.
“Treasury Rate” means, with respect to any redemption date for the Notes, the rate per annum equal to the semi-annual equivalent yield to maturity (or interpolated yield to maturity on a day count basis) of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date. The Treasury Rate will be calculated on and as of the third business day preceding the redemption date. The trustee shall not be responsible for making any such calculations.

“U.S. Government Obligations” means (i) obligations issued or directly and fully guaranteed or insured by the United States of America or by any agent or instrumentality thereof, provided that the full faith and credit of the United States of America is pledged in support thereof; (ii) repurchase agreements with respect to debt obligations referred to in clause (i); (iii) money market accounts that invest solely in the debt obligations referred to in clause (i) and/or repurchase obligations referred to in clause (ii) above; and (iv) U.S. dollars.

“Voting Stock” means, with respect to any Person, Capital Stock of any class or kind ordinarily having the power to vote for the election of directors, managers or other voting members, as applicable, of the governing body of such Person.

“Wholly Owned” means, with respect to any Subsidiary, a Subsidiary all of the outstanding Capital Stock of which (other than any director’s qualifying shares) is owned by HII and one or more Wholly Owned Subsidiaries (or a combination thereof).
CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of certain U.S. federal income tax considerations related to the exchange of Old Notes for New Notes in the exchange offer. This summary is based upon provisions of the Internal Revenue Code of 1986, as amended, or the Code, U.S. Treasury Regulations, administrative rulings and judicial decisions in effect as of the date of this prospectus, any of which may subsequently be changed, possibly retroactively, or interpreted differently by the Internal Revenue Service, or the IRS, so as to result in U.S. federal income tax consequences different from those discussed below. Except where noted, this summary is limited to holders who hold their Old Notes as capital assets (generally for investment purposes). This summary does not address all aspects of U.S. federal income taxes related to the exchange of Old Notes for New Notes in the exchange offer and does not address all tax consequences that may be relevant to holders in light of their personal circumstances or particular situations, such as:

- tax consequences to holders who may be subject to special tax treatment, including dealers or traders in securities or currencies, banks and other financial institutions, regulated investment companies, real estate investment trusts, tax-exempt entities, insurance companies, pension plans, individual retirement accounts or other tax-deferred accounts and traders in securities that elect to use a mark-to-market method of accounting for their securities;
- tax consequences to persons holding Old Notes as a part of a hedging, integrated, conversion or constructive sale transaction or a straddle or other risk reduction transaction;
- tax consequences to holders of Old Notes whose “functional currency” is not the U.S. dollar;
- tax consequences to partnerships or other pass-through entities and their members; and
- tax consequences to certain former citizens or residents of the United States.

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Old Notes, the tax treatment of the exchange offer to a partner will generally depend upon the status of the partner and the activities of the partnership. A beneficial owner that is a partnership and partners in such a partnership should consult their tax advisors regarding the tax consequences of the exchange offer.

This summary of U.S. federal income tax considerations is for general information only and is not tax advice for any particular investor. This summary does not address the tax considerations arising under the laws of any non-U.S., state, or local jurisdiction. This summary also does not address any U.S. federal tax consequences other than income tax, such as U.S. federal alternative minimum tax consequences, the potential application of the Medicare tax on net investment income, and any U.S. federal estate or gift tax consequences. If you are considering the purchase of Notes, you should consult your tax advisors concerning the U.S. federal income tax consequences to you in light of your own specific situation, as well as consequences arising under the laws of any other taxing jurisdiction.

Exchange Offer

The exchange of Old Notes for New Notes will not constitute a taxable exchange. As a result, (1) a holder of Old Notes should not recognize a taxable gain or loss as a result of exchanging such holder’s Old Notes for New Notes, (2) the holding period of the New Notes received should include the holding period of the Old Notes exchanged therefor, and (3) the adjusted tax basis of the New Notes received should be the same as the adjusted tax basis of the Old Notes exchanged therefor immediately before such exchange. The United States federal income tax consequences of holding and disposing of your New Notes generally will be the same as those applicable to your Old Notes.
PLAN OF DISTRIBUTION

Each broker-dealer that receives New Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of New Notes received in exchange for Old Notes where such Old Notes were acquired as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the Expiration Date, it will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until the date that is 180 days from the Expiration Date, all dealers effecting transactions in the New Notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of New Notes by broker-dealers. New Notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the New Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such New Notes. Any broker-dealer that resells New Notes that were received by it for its own account pursuant to the exchange offer, and any broker or dealer that participates in a distribution of such New Notes, may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any such resale of New Notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of 180 days after the expiration date, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer (including the expenses of one counsel for the holders of the Notes) other than commissions or concessions of any brokers or dealers and will indemnify the holders of the Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.
LEGAL MATTERS

The validity of the securities in respect of which this prospectus is being delivered will be passed upon by Wilmer Cutler Pickering Hale and Dorr LLP and Ballard Spahr LLP and by Charles R. Monroe, Jr., James B. Perrine, Edward S. Harrison and Fermeen Fazal. Each of Messrs. Monroe, Perrine and Harrison and Ms. Fazal is employed by a wholly owned subsidiary of the Company that guarantees the Notes, is paid a salary in connection with such employment and is a participant in various employee benefit plans and incentive plans offered by the Company or such wholly owned subsidiary. Messrs. Monroe, Perrine and Harrison and Ms. Fazal collectively own or have rights to acquire an aggregate of less than 0.01% of the Company’s common stock.

EXPERTS

The consolidated financial statements as of December 31, 2019 and 2018, and for each of the three years in the period ended December 31, 2019, and the related financial statement schedule incorporated in this prospectus by reference from the Company’s Annual Report on Form 10-K for the year ended December 31, 2019, and the effectiveness of Huntington Ingalls Industries, Inc. and subsidiaries’ internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-4 with respect to the issuance of the New Notes. This prospectus, which forms part of the registration statement, does not contain all of the information included in that registration statement. For further information about us and about the New Notes, you should refer to the registration statement and its exhibits.

We file annual, quarterly and current reports, proxy statements and other information with the SEC. The SEC maintains a website that contains reports, proxy and information statements and other information that issuers, including us, file electronically with the SEC. The public can obtain any documents that we file with the SEC, including the registration statement on Form S-4, at http://www.sec.gov. Copies of certain information filed by us with the SEC are also available on our website at http://www.huntingtingalls.com. Our website is not a part of this prospectus and is not incorporated by reference in this prospectus.

INCORPORATION BY REFERENCE

The SEC allows us to incorporate by reference much of the information we file with the SEC, which means that we can disclose important information to you by referring you to those publicly available documents. The information that we incorporate by reference in this prospectus is considered to be part of this prospectus. Because we are incorporating by reference future filings with the SEC, this prospectus is continually updated and those future filings may modify or supersede some of the information included or incorporated in this prospectus. This means that you must look at all of the SEC filings that we incorporate by reference to determine if any of the statements in this prospectus or in any document previously incorporated by reference have been modified or superseded. This prospectus incorporates by reference the documents listed below and any future filings we make with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act (in each case, other than those documents or the portions of those documents not deemed to be filed) until the offering of the securities under the registration statement is terminated or completed:

- Annual Report on Form 10-K for the fiscal year ended December 31, 2019, including the information specifically incorporated by reference into the Annual Report on Form 10-K from our definitive proxy statement for the 2020 Annual Meeting of Stockholders;
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- Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2020;
- Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2020;
- Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2020; and

You may request a copy of these filings, at no cost, by writing or telephoning us at the following address or telephone number:

4101 Washington Ave
Newport News, VA 23607
Attn: HII Corporate Treasury
(757) 380-2000

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Huntington Ingalls Industries, Inc.

Offer to Exchange

up to $500,000,000 3.844% Senior Notes due 2025
that have been registered under the
Securities Act of 1933, as amended,
for any and all of our outstanding unregistered
3.844% Senior Notes due 2025

and

up to $500,000,000 4.200% Senior Notes due 2030
that have been registered under the
Securities Act of 1933, as amended,
for any and all of our outstanding unregistered
4.200% Senior Notes due 2030

PROSPECTUS

2020

Until the date that is 180 days from the date of the Expiration Date, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers’ obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.
PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers

The following summaries are qualified in their entirety by reference to the applicable statute, the registrant’s incorporation, formation, or other organizational document, as applicable and as amended to date, and the registrant’s bylaws or limited liability company agreement, as applicable and as amended to date.

Registrants Incorporated in Delaware

With respect to the registrants incorporated in Delaware, Section 145 of the DGCL provides, generally, that a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (except actions or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation against all expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. A corporation may similarly indemnify such person for expenses actually and reasonably incurred by such person in connection with the defense or settlement of any action or suit by or in the right of the corporation, provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, in the case of claims, issues and matters as to which such person shall have been adjudged liable to the corporation, provided that a court shall have determined, upon application, that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 102(b)(7) of the DGCL provides, generally, that a corporation may relieve its directors from personal liability to such corporation or its stockholders for monetary damages for any breach of their fiduciary duty as directors except (i) for a breach of the duty of loyalty, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for willful or negligent violations of certain provisions in the DGCL imposing certain requirements with respect to stock repurchases, redemptions and dividends, or (iv) for any transactions from which the director derived an improper personal benefit.

Huntington Ingalls Industries, Inc.

Elimination of Liability of Directors. The Company’s Restated Certificate of Incorporation, as amended (the “Restated Certificate of Incorporation”) provides that a director of the Company will not be liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director’s duty of loyalty to the Company or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL (which concerns unlawful payments of dividends, stock purchases or redemptions), or (iv) for any transaction from which the director derives an improper personal benefit. If the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

While the Restated Certificate of Incorporation provides the Company’s directors with protection from awards for monetary damages for breaches of their duty of care, it does not eliminate such duty. Accordingly, the Restated Certificate of Incorporation has no effect on the availability of equitable remedies such as an injunction or rescission based on a director’s breach of his or her duty of care. The provisions of the Restated Certificate of Incorporation described above apply to an officer of the Company only if he or she is a director of the Company and is acting in his or her capacity as director, and do not apply to officers of the Company who are not directors.
Indemnification of Directors and Officers. The Company’s Restated Bylaws (the “Restated Bylaws”) provide that the Company will indemnify and hold harmless, to the fullest extent authorized by the DGCL as it presently exists or may thereafter be amended, any person (an “Indemnitee”) who was or is made a party, or is threatened to be made a party, to any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Company or while he or she is or was serving at the request of the board of directors or an executive officer of the Company as a director, officer, manager, trustee, fiduciary, employee or agent of another corporation or of a partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by such Indemnitee in connection therewith. The Restated Bylaws also provide that, notwithstanding the foregoing, but except as described in the second following paragraph, the Company will be required to indemnify an Indemnitee in connection with any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, or part thereof, initiated by such Indemnitee only if such action, suit or proceeding, or part thereof, was authorized by the Company’s board of directors.

The Restated Bylaws further provide that the Company will pay the expenses incurred by an Indemnitee in defending or preparing for any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, in advance of its final disposition; provided, however, that, if (x) in the case of a director or officer, the DGCL so requires, or (y) in the case of any other person entitled to indemnification under the Restated Bylaws, the board of directors otherwise deems it appropriate, an advancement of expenses shall be made only upon delivery to the Company of an undertaking containing such terms and conditions, including the requirement of security (if any), as the Company’s board of directors deems appropriate, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined by final judicial decision from which there is no further right to appeal that the Indemnitee is not entitled to be indemnified under the relevant section of the Restated Bylaws or otherwise. The Company is not obligated to advance fees and expenses to a director, officer or any other person in connection with an action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by the Company against such person.

The Restated Bylaws also expressly state that the Company may grant additional rights to indemnification and to the advancement of expenses to any of the Company’s employees or agents to the fullest extent permitted by law. The registrant has indemnification agreements with its directors and officers that provide for the maximum indemnification allowed by law.

Other Registrants Incorporated in Delaware

The certificate of incorporation of HII Mission Driven Innovative Solutions Inc. relieves its directors from monetary damages to it or its stockholders for breach of such director’s fiduciary duty as a director to the fullest extent permitted by the DGCL. The certificates of incorporation of each of Fleet Services Holding Corp. and HII Mission Driven Innovative Solutions Holding Company provide that a director of the corporation will not have personal liability to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for those specific breaches and acts or omissions with respect to which the DGCL expressly provides that this provision shall not eliminate or limit such personal liability of directors. The certificates of incorporation of each of HII, Mission Driven Innovative Government Solutions Inc. and Hydroid, Inc. provide that to the extent permitted by law, the corporation shall fully indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.
The certificates of incorporation of each of HII Technical Solutions Corporation and UniversalPegasus International Holdings, Inc. provide that a director of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. The certificates of incorporation of each of HII Services Corporation, Huntington Ingalls Engineering Services, Inc., Huntington Ingalls Industries Energy and Environmental Services, Inc., Huntington Ingalls Unmanned Maritime Systems, Inc., HII Unmanned Maritime Systems, Inc., HII Nuclear Inc., UniversalPegasus International, Inc., UP International, Inc., and UP Support Services, Inc. provide that a director of the corporation will not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director’s duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL (which concerns unlawful payments of dividends, stock purchases or redemptions), or (iv) for any transaction from which the director derives an improper personal benefit. The certificates of incorporation of each of HII Mission Driven Innovative Government Solutions Inc., UniversalPegasus International Holdings, Inc., UniversalPegasus International, Inc., UP International, Inc., and UP Support Services, Inc. further provide that if the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the DGCL. HII Nuclear Inc.’s certificate of incorporation provides that the Company may purchase and maintain insurance on behalf of any person who is or was a director or officer, employee or agent, against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify against such liability. All of the organizational documents for registrants located in Delaware formed as corporations, except for HII Mission Driven Innovative Solutions Inc., contain a provision to relieve directors from monetary damages.

The certificates of incorporation of each of Fleet Services Holding Corp., HII Mission Driven Innovative Government Solutions Inc. and Hydroid Inc. and the bylaws of Fleet Services Holding Corp. provide that the Company may advance expenses incurred by a director or officer in defending or investigating a threatened or pending action to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company. The bylaws of all of the registrants located in Delaware formed as corporations other than Fleet Services Holding Corp. provide that an indemnitee shall, to the fullest extent not prohibited by law, have the right to be paid by the Company the expenses (including attorneys’ fees) incurred in defending any proceeding with respect to which indemnification is required under in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that an advancement of expenses shall be made only upon delivery to the Company of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision of a court of competent jurisdiction from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses. In addition, the bylaws provide that the Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the DGCL.

HII Fleet Support Group LLC

HII Fleet Support Group LLC is a Delaware limited liability company. Section 18-108 of the Delaware Limited Liability Company Act provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a Delaware limited liability company may, and has the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

The Amended and Restated LLC Agreement of HII Fleet Support Group LLC LLC (the “HII Fleet Support Group LLC Agreement”) limits liability so that neither the member nor any manager, officer or agent of the company...
shall be liable for any debts, obligations or liabilities of the company or each other, whether arising in tort contract or otherwise, solely by reason of being a member, manager, officer or agent of the company or acting (or omitting to act) in such capacities or participating (as an employee, consultant, contractor or otherwise) in the conduct of the business of the company. Further, the members, managers, or officers who were or are a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, and whether formal or informal including a proceeding brought on behalf of the member, because party is or was a member, manager or officer of the company, or is or was serving at the request of the company as a manager, director, trustee, partner or officer of another entity, against any liability and reasonable expenses (including reasonable attorneys’ fees) incurred by such party in connection with such proceeding unless a judgment or other final adjudication adverse to such party establishes that his or her acts were the result of willful misconduct or a knowing violation of law. The HII Fleet Support Group LLC Agreement provides that HII Fleet Support Group LLC will relieve each of its members, managers, officers or agents from personal liability to HII Fleet Support Group LLC for damages for any breach of duty owed to HII Fleet Support Group LLC; provided that, in the case of any officer, the liability of such person is not eliminated under the relevant section of the HII Fleet Support Group LLC Agreement if a judgment or other final adjudication adverse to him or her establishes that his or her acts or omissions involved willful misconduct or a knowing violation of law. The HII Fleet Support Group LLC Agreement allows for advance payments for reasonable expenses incurred by an indemnified party. The HII Fleet Support Group LLC Agreement provides that HII Fleet Support Group LLC may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by the company to indemnify the member or the officers directly.

Registrants Incorporated in Virginia

With respect to the registrants incorporated in Virginia, the Virginia Stock Corporation Act (the “VSCA”) permits indemnification of a corporation’s directors and officers in a variety of circumstances, which may include indemnification for liabilities under the Securities Act. Sections 13.1-697 and 13.1-702 of the VSCA generally authorize a Virginia corporation to indemnify its directors and officers in civil or criminal actions if they acted in good faith and believed their conduct to be in the best interests of the corporation and, in the case of criminal actions, had no reasonable cause to believe that the conduct was unlawful. Additionally, Section 13.1-704 of the VSCA provides that a Virginia corporation has the power to make any further indemnity to any director or officer, including under its articles of incorporation or any by-law or shareholder resolution, except an indemnity against their willful misconduct or a knowing violation of the criminal law.

The Amended and Restated Articles of Incorporation of Huntington Ingalls Incorporated and Veritas Analytics, Inc. provide that the registrant will indemnify its directors and officers to the fullest extent permitted by the VSCA. Veritas Analytics, Inc.’s indemnification is conditioned upon approval: (a) by the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding; (b) if a quorum cannot be obtained, by majority vote of a committee duly designated by the Board of Directors (in which designated directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding; (c) by special legal counsel (i) selected by the Board of Directors or its committee, or (ii) if a quorum of the Board of Directors cannot be obtained and a committee cannot be designated, selected by a majority vote of the full Board of Directors, in which case directors who are parties may participate; or (d) by the shareholders of the corporation, but shares owned by or voted under the control of directors who are at the time parties to the proceeding may not be voted on the determination. The Amended Bylaws of Veritas Analytics, Inc. further allow the corporation to purchase insurance to indemnify it against the liability assumed by the corporation. The organizational documents of HII Energy Inc., HII Mechanical Inc. and Newport News Nuclear Inc. do not restrict the registrants’ ability to indemnify their directors and officers in accordance with the VSCA.

The Amended and Restated Articles of Incorporation of Huntington Ingalls Incorporated also provide that, to the fullest extent that the VSCA permits the limitation or elimination of the liability of directors and officers, none of its directors or officers shall be liable to it or its shareholders for monetary damages arising out of any transaction, occurrence or course of conduct. Section 13.1-692.1 of the VSCA permits the elimination of liability
of directors and officers in any proceeding brought by or on behalf of shareholders of a corporation, except for liability resulting from such persons having engaged in willful misconduct or a knowing violation of the criminal law or any federal or state securities law, including, without limitation, any unlawful insider trading or manipulation of the market for any security.

The PTR Group, LLC and Fulcrum IT Services, LLC

The PTR Group, LLC (“PTR”) and Fulcrum IT Services, LLC are Virginia limited liability companies. Section 13.1-1009 of the Virginia Limited Liability Company Act (the “VLLCA”) permits a Virginia limited liability company, subject to the standards and restrictions set forth in its articles of organization or operating agreement, to indemnify and hold harmless any member, manager or other person from and against any and all claims and demands whatsoever, and to pay for or reimburse any member, manager or other person for reasonable expenses incurred by such a person who is party to a proceeding in advance of final disposition of the proceeding. Section 13.1-1025 of the VLLCA provides for limitations on the amount of damages assessed against members and managers of a limited liability company arising out of a single transaction, occurrence or course of conduct, which may not exceed the lesser of: (i) the monetary amount, including the elimination of liability, specified in writing in the articles of organization or an operating agreement as a limitation on or elimination of the liability of the manager or member; or (ii) the greater of (a) $100,000 or (b) the amount of cash compensation received by the manager or member from the limited liability company during the twelve months immediately preceding the act or omission for which liability was imposed. The liability of a manager or member shall not be limited to the extent otherwise provided in the articles of organization or an operating agreement, or if the manager or member engaged in willful misconduct or a knowing violation of the criminal law.

The LLC Agreement of Fulcrum IT Services, LLC (the “Fulcrum IT Services LLC Agreement”) provides that no Member, officer or other authorized agent of the Company shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such person by the Fulcrum IT Services LLC Agreement, except that such person shall be liable for any such loss, damage or claim incurred by reason of such person’s willful misfeasance or bad faith. In the event that the Member, or any of its direct or indirect members, partners, directors, managing directors, officers, stockholders, employees, agents, affiliates or controlling persons, or any officer of the Company (collectively, the “Indemnified Persons”; and each an “Indemnified Person”), becomes involved, in any capacity, in any threatened, pending or completed, action, suit proceeding or investigation, in connection with any matter arising out of or relating to the Company’s business or affairs, to the fullest extent permitted by applicable law, any legal and other expenses (including the cost of any investigation and preparation) incurred by such Indemnified Person in connection therewith shall, from time to time, be advanced by the Company prior to the final disposition of such action, suit, proceeding or investigation upon receipt by the Company of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company in connection with such action, suit proceeding or investigation as provided in the exception contained in the next succeeding sentence. To the fullest extent permitted by law, the Company also will indemnify and hold harmless an Indemnified Person against any losses, claims, damages, liabilities, obligations, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (collectively, “Costs”), to which such an Indemnified Person may become subject in connection with any matter arising out of or in connection with the Company’s business or affairs, except to the extent that any such Costs result solely from the willful misfeasance or bad faith of such Indemnified Person.

The Amended and Restated Operating Agreement of PTR provides that the debts, obligations and liabilities of the company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the company, and the sole member shall not be obligated personally for any such debt, obligation or liability of the company solely by reason of being the sole member, except and only to the extent as otherwise expressly required by law. Further, the company permits indemnification to the fullest extent permitted by the VLLCA and
Registrant Incorporated in California

_HII San Diego Shipyard Inc._

_HII San Diego Shipyard Inc._ ("SDSY") is a California corporation. Section 317 of the California General Corporation Law (the “CGCL”) authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers who are parties or are threatened to be made parties to any threatened, pending or completed action or proceeding (with certain exceptions), whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was an agent of the corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such action or proceeding if that person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation, and in the case of a criminal action or proceeding, had no reasonable cause to believe the conduct of the person was unlawful.

Section 204 of the CGCL provides that a corporation’s articles of incorporation may not limit the liability of directors (i) for acts or omissions that involve intentional misconduct or a knowing and culpable violation of law, (ii) for acts or omissions that a director believes to be contrary to the best interests of the corporation or its shareholders or that involve the absence of good faith on the part of the director, (iii) for any transaction from which a director derived an improper personal benefit, (iv) for acts or omissions that show a reckless disregard for the director’s duty to the corporation or its shareholders in circumstances in which the director was aware, or should have been aware, in the ordinary course of performing a director’s duties, of a risk of a serious injury to the corporation or its shareholders, (v) for acts or omissions that constitute an excused pattern of inattention that amounts to an abdication of the director’s duty to the corporation or its shareholders, (vi) under Section 310 of the CGCL (concerning transactions between corporations and directors or corporations having interrelated directors) or (vii) under Section 316 of the CGCL (concerning directors’ liability for distributions, loans, and guarantees).

Section 204 further provides that a corporation’s articles of incorporation may not limit the liability of directors for any act or omission occurring prior to the date when the provision became effective or any act or omission as an officer, notwithstanding that the officer is also a director or that his or her actions, if negligent or improper, have been ratified by the directors. Further, Section 317 has no effect on claims arising under federal or state securities laws and does not affect the availability of injunctions and other equitable remedies available to a corporation’s shareholders for any violation of a director’s fiduciary duty to the corporation or its shareholders.

The Bylaws of SDSY allow for the indemnification of officers and directors to the extent permitted by the CGCL, except with respect to proceedings for which such persons are liable for negligence or misconduct in the performance of their duties. The Bylaws of SDSY further provide that it may advance expenses incurred in defending any proceeding prior to the final disposition of the proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay that amount if it shall be determined ultimately that the director or officer is not entitled to be indemnified.

The Bylaws of SDSY also authorize the maintenance of an insurance policy to protect officers and directors pursuant to Section 317 of the CGCL.
HII Mission Driven Innovative Technical Services LLC

HII Mission Driven Innovative Technical Services LLC (“HII MDITS”) is an Alabama limited liability company. Section 10A-5A-4.10 of the Alabama Limited Liability Company Law (“Alabama LLC Law”) states that a limited liability company, or a series thereof, may indemnify and hold harmless a member or other person, pay in advance or reimburse expenses incurred by a member or other person, and purchase and maintain insurance on behalf of a member or other person.

The Limited Liability Company Agreement of HII MDITS states that the company shall indemnify and defend the member and the officers of the company, and any employee or agent of the company, and hold each of them harmless from and against any and all obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses, and disbursements of any kind or nature whatsoever that may be imposed on, incurred by or asserted against the indemnified party (including, without limitation, all costs and expenses of defense, appeal, and settlement) to the fullest extent permitted by Alabama LLC Law.

Integrated Information Technology Corporation

Integrated Information Technology Corporation (“Integrated Information Technology”) is an Illinois corporation. Section 8.75 of the Illinois Business Corporation Act (the “IBCA”) provides that a corporation may indemnify any person who, by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, other than one brought on behalf of the corporation, against expenses (including attorneys’ fees), judgments, fines, and settlement payments actually and reasonably incurred in connection with the action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be not opposed to the best interests of such corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe his or her conduct was unlawful. In the case of actions on behalf of the corporation, indemnification may extend only to reasonable expenses (including attorneys’ fees) incurred in connection with the defense or settlement of such action or suit and only if such person acted in good faith and in a manner he or she reasonably believed to be not opposed to the best interests of the corporation, provided that no such indemnification is permitted in respect of any claim, issue or matter as to which such person is adjudged to be liable to the corporation except to the extent that the adjudicating court otherwise provides. To the extent that a present or former director, officer, or employee of the corporation has been successful in defending any such action, suit, or proceeding (even one on behalf of the corporation) or in defense of any claim, issue, or matter therein, such person is entitled to indemnification for reasonable expenses (including attorneys’ fees) incurred by such person in connection therewith if the person acted in good faith and in a manner he or she reasonably believed to be not opposed to the best interests of the corporation.

The indemnification provided for by the IBCA is not exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, and a corporation may maintain insurance on behalf of any person who is or was a director, officer, employee or agent against liabilities for which indemnification is not expressly provided by the IBCA.

Integrated Information Technology’s articles of incorporation provide that the company will, in the case of persons who are or were directors or officers, and may, as to other persons, indemnify to the fullest extent permitted by law any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by
reason of the fact that such person is or was a director, officer, employee or agent of Integrated Information Technology, or is or was serving at the request of Integrated Information Technology as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnification provisions are applicable to all expenses (including attorneys’ fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding. The articles of incorporation of Integrated Information Technology require such determination for indemnification to be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors if so directed by independent legal counsel in a written opinion, or (c) by the stockholders. No indemnification will be permissible if the director or officer has not met the applicable standard of conduct set forth in Section 8.75 of the IBCA.

Integrated Information Technology’s articles of incorporation limit a director’s personal liabilities to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 8.65 of the IBCA, or (iv) for any transaction from which the director derived an improper personal benefit.

Registrants Incorporated in Texas

Universal Ensco, Inc. and Pegasus International, Inc.

With respect to the registrants incorporated in Texas, under the provisions of Chapter 8 of the Texas Business Organizations Code (the “Texas Business Organizations Code”), subject to certain limitations and in addition to other provisions, a Texas corporation may indemnify its directors, officers, employees and agents and maintain liability insurance for those persons.

Sections 8.101 and 8.102 of the Texas Business Organizations Code provide that any governing person, former governing person, or delegate of a Texas enterprise may be indemnified against judgments and reasonable expenses actually incurred by such person in connection with any threatened, pending, or completed action or other proceeding, whether civil, criminal, administrative, arbitratry, or investigative, in which he was, is, or is threatened to be made a respondent in such action or proceeding if it is determined, in accordance with Section 8.103 of the Texas Business Organizations Code, that: (i) acted in good faith, (ii) reasonably believed (a) in the case of conduct in the person’s official capacity, that the person’s conduct was in the enterprise’s best interests or (b) in any other case, that the person’s conduct was not opposed to the enterprise’s best interests, and (iii) in the case of a criminal action or proceeding, did not have a reasonable cause to believe that his or her conduct was unlawful. If the person is found liable to the corporation, or if the person is found liable on the basis that he or she improperly received a personal benefit, indemnification under Texas law is limited to the reimbursement of reasonable expenses actually incurred by the person in connection with the actions or proceedings and does not include a judgment, penalty, fine, or excise or similar tax, and no indemnification will be available if the person is found liable for willful or intentional misconduct, breach of the person’s duty of loyalty, or an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the corporation.

Section 8.103 of the Texas Business Organizations Code provides that the determination as to whether indemnification should be paid must be made by (i) a majority vote of the disinterested members of the governing authority of the corporation, (ii) a majority vote of a committee of the governing authority of the corporation if the committee is designated by a majority vote of the disinterested members of the governing authority or if such committee is composed solely of disinterested members of the governing authority, (iii) special legal counsel selected by the governing authority or a committee thereof, or (iv) the owners of the corporation (excluding ownership interests held by each governing person who is not disinterested and independent).
If a prospective indemnitee is wholly successful in the defense of the action or proceeding, on the merits or otherwise, or a court determines that such person is entitled to indemnification, such indemnification is mandatory in accordance with Section 8.051 and Section 8.052 of the Texas Business Organizations Code. In connection with any action or proceeding in which a prospective indemnitee is (x) found liable because the person improperly received a personal benefit or (y) found liable to the enterprise, indemnification is limited to reasonable expenses actually incurred by the person in connection with the action or proceeding and will not include a judgment, penalty, fine, or an excise or similar tax. Indemnification may not be made in relation to any action or proceeding in which such person has been found liable for willful or intentional misconduct in the performance of the person’s duty to the enterprise, breach of the person’s duty of loyalty owed to the enterprise, or an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the enterprise. To limit indemnification, liability must be established by an order and all appeals of the order must be exhausted or foreclosed by law.

The articles of incorporation and bylaws of each of Universal Ensco, Inc. and Pegasus International, Inc. provide that each director, each officer, and each other person who may have acted as a representative of the corporation at its request, and their heirs, executors, and administrators, shall be indemnified by the corporation against any costs and expenses, including counsel fees, reasonably incurred in connection with any civil, criminal, administrative or other claim, action, suit, or proceeding in which they may become involved or with which they may be threatened, by reason of their being or having been a director or officer of the corporation, and against any payments in settlement of any such claim, action, suit or proceeding or in satisfaction of any related judgment, fine, or penalty, except costs, expenses, or payments in relation to any matter as to which they shall be finally adjudged not to have acted in good faith and in the best interests of the corporation, or finally adjudged not to have had reasonable cause to believe their action was legal, or in relation to any matter as to which there has been no adjudication with respect to their performance of their duties to the corporation unless the corporation shall receive an opinion from independent counsel that the director, officer, or representative has acted in good faith in what they considered to be the best interests of the corporation and with no reasonable cause to believe the action was illegal. In the case of a criminal action, suit, or proceeding, a conviction, or judgment (whether after trial or based on a plea of guilty or nolo contendere or its equivalent) shall not be deemed an adjudication that the director, officer, or representative was derelict in the performance of their duties to the corporation if they acted in good faith in what they considered to be the best interests of the corporation and with no reasonable cause to believe the action was illegal. To receive any indemnification from the companies, such person must receive approval from: (i) the board of directors by a majority vote of the directors who are not parties to such proceeding, whether or not such majority constitutes a quorum, (ii) a committee of such directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum, (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion to the board of directors, a copy of which shall be delivered to the indemnitee, (iv) the stockholders of the Corporation or (v) in the event that a change of control (as defined below) has occurred, by independent legal counsel in a written opinion to the board of directors, a copy of which shall be delivered to the indemnitee.

The bylaws of Pegasus International, Inc. authorize the corporation to purchase and maintain liability, indemnification and/or other similar insurance on behalf of itself, and/or for any person who is or was a director, officer, or other agent of the corporation.

G2, Inc.

G2, Inc. ("G2") is a Maryland corporation. Maryland law permits a Maryland corporation to include in its charter any provision expanding or limiting the liability of its directors and officers to the corporation or its stockholders for money damages, but it may not include any provision that restricts or limits the liability of its directors or officers or its stockholders, to the extent that (1) it is proved that the person actually received an improper benefit or profit in money, property, or services for the amount of the benefit or profit in money, property, or services actually received; or (2) a judgment or other final adjudication adverse to the person is

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entered into a proceeding based on a finding in the proceeding that the person’s action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding.

Section 2-418 of the Maryland General Corporation Law (the “MGCL”) permits a Maryland corporation to indemnify any director made a party to any proceeding by reason of service in that capacity against judgments, penalties, fines, settlements, and reasonable expenses actually incurred by the director in connection with the proceeding, unless it is established that: (1) the act or omission of the director was material to the matter giving rise to the proceeding; and (a) was committed in bad faith; or (b) was the result of active and deliberate dishonesty; or (i) the director actually received an improper personal benefit in money, property, or services; or (ii) in the case of any criminal proceeding, the director had reasonable cause to believe that the act or omission was unlawful. The MGCL provides that indemnification may not be made in respect of any proceeding in which the director is found to be liable to the corporation. Further, a corporation may not indemnify a director in respect of any proceeding alleging improper personal benefit in which he or she was found liable on the grounds that personal benefit was improperly received. A director or officer found liable in a proceeding by or in the right of the corporation or in a proceeding alleging improper personal benefit, may petition a court to order indemnification of expenses if the court determines that the director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances.

Section 2-418 of the MGCL requires, unless prohibited by a corporation’s charter, that a director or an officer who is successful on the merits or otherwise in defense of any proceeding, be indemnified against reasonable expenses incurred in such defense. Section 2-418 also provides that a Maryland corporation may advance reasonable expenses to a director or an officer upon the corporation’s receipt of (a) a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation; and (b) a written undertaking by the director or officer or on the director’s or officer’s behalf to repay the amount paid or reimbursed by the corporation if it is ultimately determined that the director or officer did not meet the standard of conduct.

G2’s charter provides that a director of the corporation is not liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation is not permitted under the MGCL.

The bylaws of G2 allow for the indemnification of each person who was or is a party or is threatened to be made a party to, or was or is otherwise involved in, any action, suit, arbitration, alternative dispute mechanism, inquiry, judicial, administrative or legislative hearing, investigation or any other threatened, pending or completed proceeding, whether brought by or in the right of the corporation or otherwise, including any and all appeals, whether of a civil, criminal, administrative, legislative, investigative or other nature (hereinafter a “proceeding”), by reason of the fact that he or she is or was a director or an officer of the corporation or while a director or officer of the corporation is or was serving at the request of the corporation as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnitee”), or by reason of anything done or not done by him or her in any such capacity, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the MGCL, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement by or on behalf of the indemnitee) actually and reasonably incurred by such indemnitee in connection therewith; provided, however, that, except as otherwise required by law or provided in the corporation’s bylaws, the corporation shall indemnify any such indemnitee in connection with a proceeding, or part thereof, initiated by such indemnitee (including claims and counterclaims, whether such counterclaims are asserted by (i) such indemnitee, or (ii) the corporation in a proceeding initiated by such indemnitee) only if such proceeding, or part thereof, was authorized or ratified by the board of directors.

In addition to the right to indemnification, an indemnitee shall, to the fullest extent not prohibited by law, also have the right to be paid by the corporation the expenses (including attorneys’ fees) incurred in defending any
proceeding with respect to which indemnification is required in advance of its final disposition (hereinafter an “advancement of expenses”); provided,
however, that an advancement of expenses shall be made only upon delivery to the corporation of an undertaking by or on behalf of such indemnitee, to
repay all amounts so advanced if it shall ultimately be determined by final judicial decision of a court of competent jurisdiction from which there is no
further right to appeal that such indemnitee is not entitled to be indemnified for such expenses. The rights to indemnification and to the advancement of
expenses shall not be exclusive of any other right which any person may have or hereafter acquire under any law, agreement, vote of stockholders or
directors, provisions of the Articles of Incorporation or the Bylaws or otherwise.

The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another
corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the
power to indemnify such person against such expense, liability or loss under the MGCL.


(a) Exhibits.

The Exhibit Index immediately preceding the signature page is incorporated herein by reference.

Item 22. Undertakings.

The undersigned Registrants hereby undertake:

(a)(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the “Securities Act”);

(ii) to reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most
recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the
information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of
securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any
deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus
filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no
more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration
Fee” table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in this registration
statement or any material change to such information in this registration statement.

(2) That, for the purposes of determining any liability under the Securities Act, each such post-effective amendment shall be deemed
to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be
deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold
at the termination of the offering.

(4) That, for purposes of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule
424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other
than prospectuses
filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of a Registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned Registrant undertakes that in a primary offering of securities of such undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, such undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of such undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of such undersigned Registrant or used or referred to by such undersigned Registrant;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about such undersigned Registrant or its securities provided by or on behalf of such undersigned Registrant; and

(iv) any other communication that is an offer in the offering made by such undersigned Registrant to the purchaser.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant’s annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan’s annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) The undersigned Registrant hereby undertake to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Trust Indenture Act.

(d) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(e) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.
Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of any Registrant pursuant to the indemnification provisions described herein, or otherwise, each Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by a Registrant of expenses incurred or paid by a director, officer or controlling person of such Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, such Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.
<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Restated Certificate of Incorporation of Huntington Ingalls Industries, Inc., dated March 30, 2011 (incorporated by reference to Exhibit 3.1 to the Company’s Current Report on Form 8-K filed on April 4, 2011)</td>
</tr>
<tr>
<td>3.2</td>
<td>Certificate of Amendment to the Restated Certificate of Incorporation of Huntington Ingalls Industries, Inc., dated May 28, 2014 (incorporated by reference to Exhibit 3.2 to the Company’s Quarterly Report on Form 10-Q filed on August 7, 2014)</td>
</tr>
<tr>
<td>3.3</td>
<td>Certificate of Amendment to the Restated Certificate of Incorporation of Huntington Ingalls Industries, Inc., dated May 21, 2015 (incorporated by reference to Exhibit 3.3 to the Company’s Quarterly Report on Form 10-Q filed on August 6, 2015)</td>
</tr>
<tr>
<td>3.4</td>
<td>Restated Bylaws of Huntington Ingalls Industries, Inc. (incorporated by reference to Exhibit 3.1 to the Company’s Current Report on Form 8-K filed on February 1, 2016)</td>
</tr>
<tr>
<td>3.5</td>
<td>Certificate of Incorporation of Fleet Services Holding Corp., dated May 12, 1999 (incorporated by reference to Exhibit 3.25 to the Company’s Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.6</td>
<td>Bylaws of Fleet Services Holding Corp. (incorporated by reference to Exhibit 3.26 to the Company’s Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.7</td>
<td>Articles of Organization of Fulcrum IT Services, LLC, dated April 13, 2010</td>
</tr>
<tr>
<td>3.8</td>
<td>Articles of Amendment of Fulcrum IT Services, LLC, dated April 15, 2010</td>
</tr>
<tr>
<td>3.9</td>
<td>Certificate of Merger merging Fulcrum IT Services Company with and into Fulcrum Services, LLC, dated April 16, 2010</td>
</tr>
<tr>
<td>3.10</td>
<td>Limited Liability Company Agreement of Fulcrum IT Services, LLC, dated April 16, 2010</td>
</tr>
<tr>
<td>3.11</td>
<td>Articles of Incorporation of G2, Inc., dated March 19, 2001</td>
</tr>
<tr>
<td>3.12</td>
<td>Articles of Amendment of G2, Inc., dated March 18, 2002</td>
</tr>
<tr>
<td>3.13</td>
<td>Articles of Merger of Slingshot Merger Corp. with and into G2, Inc., dated December 3, 2018</td>
</tr>
<tr>
<td>3.14</td>
<td>Articles of Amendment and Restatement of G2, Inc., dated December 7, 2018</td>
</tr>
<tr>
<td>3.15</td>
<td>Bylaws of G2, Inc.</td>
</tr>
<tr>
<td>3.16</td>
<td>Articles of Incorporation of HII Energy Inc. (f/k/a Newport News Energy Company), dated October 16, 2008 (incorporated by reference to Exhibit 3.5 to the Company’s Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.17</td>
<td>Certificate of Amendment of HII Energy Inc. (f/k/a Newport News Energy Company), dated July 2, 2018</td>
</tr>
<tr>
<td>3.18</td>
<td>HII Energy Inc. (f/k/a Newport News Energy Company) Bylaws (incorporated by reference to Exhibit 3.6 to the Company’s Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.19</td>
<td>Certificate of Formation of HII Fleet Support Group LLC (f/k/a AMSEC LLC), dated April 14, 1999 (incorporated by reference to Exhibit 3.27 to the Company’s Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
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</tr>
<tr>
<td>3.20</td>
<td>Certificate of Amendment to Certificate of Formation of HII Fleet Support Group LLC (f/k/a AMSEC LLC), dated April 20, 1999 (incorporated by reference to Exhibit 3.28 to the Company's Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.21</td>
<td>Certificate of Amendment to Certificate of Formation of HII Fleet Support Group LLC (f/k/a AMSEC LLC), dated May 25, 2018</td>
</tr>
<tr>
<td>3.22</td>
<td>Amended and Restated LLC Agreement of HII Fleet Support Group LLC (f/k/a AMSEC LLC), dated July 13, 2007 (incorporated by reference to Exhibit 3.29 to the Company's Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.23</td>
<td>Articles of Restatement of the Articles of Incorporation of HII Mechanical Inc. (f/k/a Newport News Industrial Corporation), dated September 2, 1997 (incorporated by reference to Exhibit 3.30 to the Company's Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.24</td>
<td>Articles of Amendment to the Articles of Restatement of the Articles of Incorporation of HII Mechanical Inc. (f/k/a Newport News Industrial Corporation), dated December 28, 2001 (incorporated by reference to Exhibit 3.31 to the Company's Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.25</td>
<td>Certificate of Amendment of HII Mechanical Inc. (f/k/a Newport News Industrial Corporation), dated July 2, 2018</td>
</tr>
<tr>
<td>3.26</td>
<td>Amended and Restated Bylaws of HII Mechanical Inc. (f/k/a Newport News Industrial Corporation), (incorporated by reference to Exhibit 3.32 to the Company's Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.27</td>
<td>Certificate of Incorporation of HII Mission Driven Innovative Government Solutions Inc. (f/k/a Camber Government Solutions Inc.), dated December 14, 1999 (incorporated by reference to Exhibit 3.33 to the Company's Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.30</td>
<td>Certificate of Amendment to the Certificate of Incorporation of HII Mission Driven Innovative Government Solutions Inc. (f/k/a Camber Government Solutions Inc.), dated December 16, 2005 (incorporated by reference to Exhibit 3.36 to the Company's Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>Exhibit No.</td>
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<tr>
<td>3.33</td>
<td>Certificate of Amendment to the Certificate of Incorporation of HII Mission Driven Innovative Government Solutions Inc. (f/k/a Camber Government Solutions Inc.), dated December 21, 2009 (incorporated by reference to Exhibit 3.25 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.34</td>
<td>Certificate of Amendment to the Certificate of Incorporation of HII Mission Driven Innovative Government Solutions Inc. (f/k/a Camber Government Solutions Inc.), dated March 31, 2014 (incorporated by reference to Exhibit 3.26 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.35</td>
<td>Certificate of Amendment to the Certificate of Incorporation of HII Mission Driven Innovative Government Solutions Inc. (f/k/a Camber Government Solutions Inc.), dated June 7, 2018</td>
</tr>
<tr>
<td>3.36</td>
<td>Bylaws of HII Mission Driven Innovative Government Solutions Inc. (f/k/a Camber Government Solutions Inc.) (incorporated by reference to Exhibit 3.27 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.37</td>
<td>Certificate of Incorporation of HII Mission Driven Innovative Solutions Holding Company (f/k/a Camber Holding Corporation), dated February 8, 2016</td>
</tr>
<tr>
<td>3.38</td>
<td>Certificate of Merger of Cobra Merger Corp. with and into HII Mission Driven Innovative Solutions Holding Company (f/k/a Camber Holding Corporation), dated December 1, 2016 (incorporated by reference to Exhibit 3.28 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.39</td>
<td>Certificate of Amendment to the Certificate of Incorporation of HII Mission Driven Innovative Solutions Holding Company (f/k/a Camber Holding Corporation), dated June 7, 2018</td>
</tr>
<tr>
<td>3.40</td>
<td>Amended and Restated Bylaws of HII Mission Driven Innovative Solutions Holding Company (f/k/a Camber Holding Corporation) (incorporated by reference to Exhibit 3.29 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.41</td>
<td>Certificate of Incorporation of HII Mission Driven Innovative Solutions Inc. (f/k/a Camber Corporation), dated April 1, 1985 (incorporated by reference to Exhibit 3.8 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.42</td>
<td>Certificate of Amendment to the Certificate of Incorporation of HII Mission Driven Innovative Solutions Inc. (f/k/a Camber Corporation), dated February 2, 1988 (incorporated by reference to Exhibit 3.9 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.43</td>
<td>Certificate for Renewal and Revival of Charter of HII Mission Driven Innovative Solutions Inc. (f/k/a Camber Corporation), dated June 9, 1988 (incorporated by reference to Exhibit 3.10 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.44</td>
<td>Certificate of Amendment to the Certificate of Incorporation of HII Mission Driven Innovative Solutions Inc. (f/k/a Camber Corporation), dated October 22, 1990 (incorporated by reference to Exhibit 3.11 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.45</td>
<td>Certificate of Amendment to the Certificate of Incorporation of HII Mission Driven Innovative Solutions Inc. (f/k/a Camber Corporation), dated November 18, 1991 (incorporated by reference to Exhibit 3.12 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.46</td>
<td>Certificate of Amendment to the Certificate of Incorporation of HII Mission Driven Innovative Solutions Inc. (f/k/a Camber Corporation), dated February 7, 1992 (incorporated by reference to Exhibit 3.13 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>Exhibit No.</td>
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<tr>
<td>3.47</td>
<td>Certificate of Amendment to the Certificate of Incorporation of HII Mission Driven Innovative Solutions Inc. (f/k/a Camber Corporation), dated August 7, 2003 (incorporated by reference to Exhibit 3.14 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.48</td>
<td>Certificate of Ownership and Merger merging Complex Solutions, Inc. with and into HII Mission Driven Innovative Solutions Inc. (f/k/a Camber Corporation), dated December 23, 2009 (incorporated by reference to Exhibit 3.15 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.49</td>
<td>Certificate of Ownership and Merger merging i2S, Inc. with and into HII Mission Driven Innovative Solutions Inc. (f/k/a Camber Corporation), dated November 19, 2015 (incorporated by reference to Exhibit 3.16 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.50</td>
<td>Certificate of Merger of Camber Merger Sub Inc. with and into HII Mission Driven Innovative Solutions Inc. (f/k/a Camber Corporation), dated March 7, 2016 (incorporated by reference to Exhibit 3.17 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.51</td>
<td>Certificate of Amendment to the Certificate of Incorporation of HII Mission Driven Innovative Solutions Inc. (f/k/a Camber Corporation), dated June 7, 2018</td>
</tr>
<tr>
<td>3.52</td>
<td>Amended and Restated Bylaws of HII Mission Driven Innovative Solutions Inc. (f/k/a Camber Corporation) (incorporated by reference to Exhibit 3.18 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.53</td>
<td>Articles of Organization of HII Mission Driven Innovative Technical Services LLC (f/k/a Camber Technical Services, L.L.C.), dated April 26, 2004 (incorporated by reference to Exhibit 3.30 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.54</td>
<td>First Amendment to the Articles of Organization of HII Mission Driven Innovative Technical Services LLC (f/k/a Camber Technical Services, L.L.C.), dated April 13, 2009 (incorporated by reference to Exhibit 3.31 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.55</td>
<td>Amendment to the Articles of Organization of HII Mission Driven Innovative Technical Services LLC (f/k/a Camber Technical Services, L.L.C.), dated June 7, 2018</td>
</tr>
<tr>
<td>3.57</td>
<td>Amended and Restated Certificate of Incorporation of HII Nuclear Inc. (f/k/a Stoller Newport News Nuclear, Inc.), dated June 1, 2010 (incorporated by reference to Exhibit 3.62 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.58</td>
<td>Certificate of Amendment to the Amended and Restated Certificate of Incorporation of HII Nuclear Inc. (f/k/a Stoller Newport News Nuclear, Inc.), dated December 12, 2014 (incorporated by reference to Exhibit 3.63 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.59</td>
<td>Certificate of Amendment to the Amended and Restated Certificate of Incorporation of HII Nuclear Inc. (f/k/a Stoller Newport News Nuclear, Inc.), dated June 7, 2018</td>
</tr>
<tr>
<td>3.60</td>
<td>Amended and Restated Bylaws of HII Nuclear Inc. (f/k/a Stoller Newport News Nuclear, Inc.), (incorporated by reference to Exhibit 3.64 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.61</td>
<td>Articles of Incorporation of HII San Diego Shipyard Inc. (f/k/a Continental Maritime of San Diego, Inc.), dated July 1, 1981 (incorporated by reference to Exhibit 3.22 to the Company’s Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>Exhibit No.</td>
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</tr>
<tr>
<td>3.62</td>
<td>Certificate of Amendment of the Articles of Incorporation of HII San Diego Shipyard Inc. (f/k/a Continental Maritime of San Diego, Inc.), dated July 17, 1984 (incorporated by reference to Exhibit 3.23 to the Company’s Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.63</td>
<td>Certificate of Amendment of the Articles of Incorporation of HII San Diego Shipyard Inc. (f/k/a Continental Maritime of San Diego, Inc.), dated June 27, 2018</td>
</tr>
<tr>
<td>3.64</td>
<td>Bylaws of HII San Diego Shipyard Inc. (f/k/a Continental Maritime of San Diego, Inc.) (incorporated by reference to Exhibit 3.35 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.65</td>
<td>Certificate of Incorporation of HII Services Corporation, dated September 25, 2014 (incorporated by reference to Exhibit 3.38 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.66</td>
<td>Bylaws of HII Services Corporation (incorporated by reference to Exhibit 3.39 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.67</td>
<td>Certificate of Incorporation of HII Technical Solutions Corporation, dated October 5, 2016 (incorporated by reference to Exhibit 3.40 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.68</td>
<td>Bylaws of HII Technical Solutions Corporation (incorporated by reference to Exhibit 3.41 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.69</td>
<td>Certificate of Incorporation of HII Unmanned Maritime Systems Inc. (f/k/a Undersea Solutions Corporation), dated September 10, 2014 (incorporated by reference to Exhibit 3.65 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.70</td>
<td>Certificate of Amendment to the Certificate of Incorporation of HII Unmanned Maritime Systems Inc. (f/k/a Undersea Solutions Corporation), dated May 25, 2018</td>
</tr>
<tr>
<td>3.71</td>
<td>Bylaws of HII Unmanned Maritime Systems Inc. (f/k/a Undersea Solutions Corporation) (incorporated by reference to Exhibit 3.66 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.72</td>
<td>Certificate of Incorporation of Huntington Ingalls Engineering Services, Inc., dated May 6, 2014 (incorporated by reference to Exhibit 3.42 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.73</td>
<td>Certificate of Amendment of Certificate of Incorporation Before Payment of Capital of Huntington Ingalls Engineering Services, Inc., dated May 7, 2014 (incorporated by reference to Exhibit 3.43 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.74</td>
<td>Bylaws of Huntington Ingalls Engineering Services, Inc. (incorporated by reference to Exhibit 3.44 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.75</td>
<td>Certificate of Restatement of Articles of Incorporation of Huntington Ingalls Incorporated, dated April 14, 2011 (incorporated by reference to Exhibit 3.3 to the Company’s Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.76</td>
<td>Amended and Restated Bylaws of Huntington Ingalls Incorporated (incorporated by reference to Exhibit 3.4 to the Company’s Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.77</td>
<td>Certificate of Incorporation of Huntington Ingalls Industries Energy and Environmental Services, Inc., dated December 17, 2013 (incorporated by reference to Exhibit 3.47 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
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<tr>
<td>3.78</td>
<td>Bylaws of Huntington Ingalls Industries Energy and Environmental Services, Inc. (incorporated by reference to Exhibit 3.48 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.80</td>
<td>Bylaws of Huntington Ingalls Unmanned Maritime Systems, Inc. (incorporated by reference to Exhibit 3.50 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.82</td>
<td>Bylaws of Hydroid, Inc.</td>
</tr>
<tr>
<td>3.83</td>
<td>Articles of Amendment and Restated Articles of Incorporation of Integrated Information Technology Corporation, dated May 28, 2004 (incorporated by reference to Exhibit 3.51 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.84</td>
<td>Bylaws of Integrated Information Technology Corporation (incorporated by reference to Exhibit 3.52 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.85</td>
<td>Articles of Incorporation of Newport News Nuclear Inc., dated May 17, 2007 (incorporated by reference to Exhibit 3.11 to the Company’s Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.86</td>
<td>Bylaws of Newport News Nuclear Inc. (incorporated by reference to Exhibit 3.12 to the Company’s Registration Statement on Form S-4 filed on December 15, 2011)</td>
</tr>
<tr>
<td>3.87</td>
<td>Articles of Incorporation of Pegasus International, Inc., dated May 25, 1999 (incorporated by reference to Exhibit 3.60 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.89</td>
<td>Amended and Restated Bylaws of Pegasus International, Inc. (incorporated by reference to Exhibit 3.61 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.90</td>
<td>Articles of Conversion of The PTR Group, Inc. into The PTR Group, LLC, dated January 30, 2018</td>
</tr>
<tr>
<td>3.91</td>
<td>Articles of Restatement of The PTR Group, LLC, dated March 9, 2018</td>
</tr>
<tr>
<td>3.92</td>
<td>Amended and Restated Operating Agreement of The PTR Group, LLC, dated February 2, 2018</td>
</tr>
<tr>
<td>3.93</td>
<td>Articles of Incorporation of Universal Ensco, Inc., dated March 23, 1982 (incorporated by reference to Exhibit 3.67 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.94</td>
<td>Articles of Amendment to the Articles of Incorporation of Universal Ensco, Inc., dated May 14, 1982 (incorporated by reference to Exhibit 3.68 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.95</td>
<td>Articles of Amendment to the Articles of Incorporation of Universal Ensco, Inc., dated October 27, 1987 (incorporated by reference to Exhibit 3.69 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.96</td>
<td>Articles of Merger between Pipeline Design Enterprises, Inc. and Universal Ensco, Inc. dated July 24, 1989 (incorporated by reference to Exhibit 3.70 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.97</td>
<td>Articles of Correction to Articles of Merger between Pipeline Design Enterprises, Inc. and Universal Ensco, Inc. dated April 9, 1990 (incorporated by reference to Exhibit 3.71 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>Exhibit No.</td>
<td>Description</td>
</tr>
<tr>
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</tr>
<tr>
<td>3.98</td>
<td>Articles of Amendment to the Articles of Incorporation of Universal Ensco, Inc., dated February 19, 1992 (incorporated by reference to Exhibit 3.72 to the Company's Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.100</td>
<td>Articles of Merger between Geoplane Services Corporation and Universal Ensco, Inc., dated December 29, 1994 (incorporated by reference to Exhibit 3.74 to the Company's Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.101</td>
<td>Articles of Merger between Universal Associates, Inc. and Universal Ensco, Inc., dated September 29, 1998 (incorporated by reference to Exhibit 3.75 to the Company's Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.102</td>
<td>Articles of Correction of Articles of Amendment of Universal Ensco, Inc., dated February 7, 2008 (incorporated by reference to Exhibit 3.76 to the Company's Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.103</td>
<td>Certificate of Amendment of Universal Ensco, Inc., dated June 13, 2019</td>
</tr>
<tr>
<td>3.104</td>
<td>Amended and Restated Bylaws of Universal Ensco, Inc., incorporated by reference to Exhibit 3.77 to the Company's Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.105</td>
<td>Second Amended and Restated Certificate of Incorporation of UniversalPegasus International Holdings, Inc., dated June 5, 2014 (incorporated by reference to Exhibit 3.78 to the Company's Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.106</td>
<td>Amended and Restated Bylaws of UniversalPegasus International Holdings, Inc. (incorporated by reference to Exhibit 3.79 to the Company's Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.110</td>
<td>Amended and Restated Bylaws of UniversalPegasus International, Inc. (incorporated by reference to Exhibit 3.83 to the Company's Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.111</td>
<td>Amended and Restated Certificate of Incorporation of UP International Inc., dated November 17, 2009 (incorporated by reference to Exhibit 3.84 to the Company's Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.112</td>
<td>Amended and Restated Bylaws of UP International Inc. (incorporated by reference to Exhibit 3.85 to the Company's Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.113</td>
<td>Certificate of Incorporation of UP Support Services, Inc., dated January 23, 2008 (incorporated by reference to Exhibit 3.86 to the Company's Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>Exhibit No.</td>
<td>Description</td>
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<td>------------</td>
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</tr>
<tr>
<td>3.114</td>
<td>Certificate of Amendment to the Certificate of Incorporation of UP Support Services, Inc., dated January 5, 2009 (incorporated by reference to Exhibit 3.87 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.115</td>
<td>Amended and Restated Bylaws of UP Support Services, Inc. (incorporated by reference to Exhibit 3.88 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.116</td>
<td>Articles of Incorporation of Veritas Analytics, Inc., dated March 1, 1999 (incorporated by reference to Exhibit 3.89 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>3.117</td>
<td>Bylaws of Veritas Analytics, Inc. (incorporated by reference to Exhibit 3.90 to the Company’s Registration Statement on Form S-4 filed on May 4, 2018)</td>
</tr>
<tr>
<td>4.1</td>
<td>Indenture, dated as of March 30, 2020, by and among Huntington Ingalls Industries, Inc., the Guarantors named therein and Wells Fargo Bank, National Association, as trustee (including Guarantees and form of Senior Note) (incorporated by reference to Exhibit 4.1 to the Company’s Current Report on Form 8-K filed on March 30, 2020)</td>
</tr>
<tr>
<td>4.2</td>
<td>Registration Rights Agreement, dated as of March 30, 2020, by and among Huntington Ingalls Industries, Inc., the Guarantors named therein and BofA Securities, Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, as representatives of the initial purchasers (incorporated by reference to Exhibit 4.4 to the Company’s Current Report on Form 8-K filed on March 30, 2020)</td>
</tr>
<tr>
<td>5.1</td>
<td>Opinion of Wilmer Cutler Pickering Hale and Dorr LLP</td>
</tr>
<tr>
<td>5.2</td>
<td>Opinion of Charles R. Monroe, Jr., Corporate Vice President, Associate General Counsel and Secretary of Huntington Ingalls Industries, Inc.</td>
</tr>
<tr>
<td>5.3</td>
<td>Opinion of James B. Perrine, Assistant General Counsel of Huntington Ingalls Industries, Inc.</td>
</tr>
<tr>
<td>5.4</td>
<td>Opinion of Edward S. Harrison, Assistant General Counsel of Huntington Ingalls Industries, Inc.</td>
</tr>
<tr>
<td>5.5</td>
<td>Opinion of Fermeen Fazal, Chief Counsel of UniversalPegasus International, Inc.</td>
</tr>
<tr>
<td>5.6</td>
<td>Opinion of Ballard Spahr LLP</td>
</tr>
<tr>
<td>23.1</td>
<td>Consent of Deloitte and Touche LLP, independent registered public accounting firm for Huntington Ingalls Industries, Inc.</td>
</tr>
<tr>
<td>23.2</td>
<td>Consent of Wilmer Cutler Pickering Hale and Dorr LLP (included in Exhibit 5.1)</td>
</tr>
<tr>
<td>23.3</td>
<td>Consent of Charles R. Monroe, Jr. (included in Exhibit 5.2)</td>
</tr>
<tr>
<td>23.4</td>
<td>Consent of James B. Perrine (included in Exhibit 5.3)</td>
</tr>
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<td>Consent of Fermeen Fazal (included in Exhibit 5.5)</td>
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<td>23.7</td>
<td>Consent of Ballard Spahr LLP (included in Exhibit 5.6)</td>
</tr>
<tr>
<td>24.1</td>
<td>Powers of Attorney (included in the signature pages to the Registration Statement)</td>
</tr>
<tr>
<td>25.1</td>
<td>Statement of Eligibility on Form T-1 under the Trust Indenture Act of the Trustee under the Indenture</td>
</tr>
<tr>
<td>99.1</td>
<td>Form of Letter of Transmittal</td>
</tr>
<tr>
<td>99.2</td>
<td>Form of Letter to Registered Holders and The Depository Trust Company Participants</td>
</tr>
<tr>
<td>99.3</td>
<td>Form of Letter to Clients</td>
</tr>
<tr>
<td>99.4</td>
<td>Form of Notice of Guaranteed Delivery</td>
</tr>
</tbody>
</table>
SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 10, 2020.

Huntington Ingalls Industries, Inc.

By: /s/ C. Michael Petters
    Name: C. Michael Petters
    Title: President and Chief Executive Officer

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Huntington Ingalls Industries, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Huntington Ingalls Industries, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>/s/ C. Michael Petters</td>
<td>President and Chief Executive Officer, and Director (Principal Executive Officer)</td>
<td>November 10, 2020</td>
</tr>
<tr>
<td>C. Michael Petters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Christopher D. Kastner</td>
<td>Executive Vice President and Chief Financial Officer (Principal Financial Officer)</td>
<td>November 10, 2020</td>
</tr>
<tr>
<td>Christopher D. Kastner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Nicholas G. Schuck</td>
<td>Corporate Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)</td>
<td>November 10, 2020</td>
</tr>
<tr>
<td>Nicolas G. Schuck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Kirkland H. Donald</td>
<td>Chairman</td>
<td>November 10, 2020</td>
</tr>
<tr>
<td>Kirkland H. Donald</td>
<td></td>
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</tr>
<tr>
<td>/s/ Philip M. Bilden</td>
<td>Director</td>
<td>November 4, 2020</td>
</tr>
<tr>
<td>Philip M. Bilden</td>
<td></td>
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</tr>
<tr>
<td>/s/ Augustus L. Collins</td>
<td>Director</td>
<td>November 10, 2020</td>
</tr>
<tr>
<td>Augustus L. Collins</td>
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<tr>
<td>Signature</td>
<td>Title</td>
<td>Date</td>
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<tr>
<td>/s/ Victoria D. Harker</td>
<td>Director</td>
<td>November 4, 2020</td>
</tr>
<tr>
<td>Victoria D. Harker</td>
<td></td>
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</tr>
<tr>
<td>/s/ Anastasia D. Kelly</td>
<td>Director</td>
<td>November 10, 2020</td>
</tr>
<tr>
<td>Anastasia D. Kelly</td>
<td></td>
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</tr>
<tr>
<td>/s/ Tracy B. McKibben</td>
<td>Director</td>
<td>November 10, 2020</td>
</tr>
<tr>
<td>Tracy B. McKibben</td>
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<tr>
<td>/s/ Thomas C. Schievelbein</td>
<td>Director</td>
<td>November 10, 2020</td>
</tr>
<tr>
<td>Thomas C. Schievelbein</td>
<td></td>
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</tr>
<tr>
<td>/s/ John K. Welch</td>
<td>Director</td>
<td>November 10, 2020</td>
</tr>
<tr>
<td>John K. Welch</td>
<td></td>
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</tr>
<tr>
<td>/s/ Stephen R. Wilson</td>
<td>Director</td>
<td>November 10, 2020</td>
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<tr>
<td>Stephen R. Wilson</td>
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Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 2, 2020.

Fleet Services Holding Corp.

By: /s/ Garry S. Schwartz

Name: Garry S. Schwartz
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Fleet Services Holding Corp. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Fleet Services Holding Corp. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

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<tbody>
<tr>
<td>/s/ Garry S. Schwartz</td>
<td>(Principal Executive Officer)</td>
<td>November 2, 2020</td>
</tr>
<tr>
<td>Garry S. Schwartz</td>
<td></td>
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</tr>
<tr>
<td>/s/ Karl W. Jahn, Jr.</td>
<td>(Principal Financial Officer)</td>
<td>November 10, 2020</td>
</tr>
<tr>
<td>Karl W. Jahn, Jr.</td>
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<tr>
<td>/s/ Nicolas G. Schuck</td>
<td>(Principal Accounting Officer)</td>
<td>November 10, 2020</td>
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<tr>
<td>/s/ Edgar A. Green III</td>
<td>Director</td>
<td>November 10, 2020</td>
</tr>
<tr>
<td>Edgar A. Green III</td>
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<tr>
<td>/s/ Charles R. Monroe, Jr.</td>
<td>Director</td>
<td>November 10, 2020</td>
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<tr>
<td>Charles R. Monroe, Jr.</td>
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<tr>
<td>/s/ D. R. Wyatt</td>
<td>Director</td>
<td>November 10, 2020</td>
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<tr>
<td>D. R. Wyatt</td>
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Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 2, 2020.

Fulcrum IT Services, LLC

By: /s/ Garry S. Schwartz

Name: Garry S. Schwartz
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Fulcrum IT Services, LLC hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Fulcrum IT Services, LLC to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

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<td>/s/ Garry S. Schwartz</td>
<td>(Principal Executive Officer)</td>
<td>November 2, 2020</td>
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<tr>
<td>Garry S. Schwartz</td>
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<td>/s/ Karl W. Jahn, Jr.</td>
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<td>November 10, 2020</td>
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<td>November 10, 2020</td>
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<tr>
<td>/s/ Charles R. Monroe, Jr.</td>
<td>Secretary of HII Mission Driven Innovative Solutions Inc., the Sole Member</td>
<td>November 10, 2020</td>
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<td>Charles R. Monroe, Jr.</td>
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G2, Inc.

By: /s/ Garry S. Schwartz
Name: Garry S. Schwartz
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of G2, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable G2, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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<td>November 10, 2020</td>
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<td>Director</td>
<td>November 10, 2020</td>
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<td>/s/ D. R. Wyatt</td>
<td>Director</td>
<td>November 10, 2020</td>
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Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 10, 2020.

HII Energy Inc.
By: /s/ Michael K. Lempke
Name: Michael K. Lempke
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of HII Energy Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable HII Energy Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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<td>/s/ Michael K. Lempke</td>
<td>(Principal Executive Officer)</td>
<td>November 10, 2020</td>
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<td>Michael K. Lempke</td>
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<td>/s/ Karl W. Jahn, Jr.</td>
<td>(Principal Financial Officer)</td>
<td>November 10, 2020</td>
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<td>(Principal Accounting Officer)</td>
<td>November 10, 2020</td>
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<td>/s/ Edgar A. Green III</td>
<td>Director</td>
<td>November 10, 2020</td>
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<td>Edgar A. Green III</td>
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<tr>
<td>/s/ Charles R. Monroe, Jr.</td>
<td>Director</td>
<td>November 10, 2020</td>
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<tr>
<td>/s/ D. R. Wyatt</td>
<td>(Principal Accounting Officer)</td>
<td>November 10, 2020</td>
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HII Fleet Support Group LLC

By: /s/ Garry S. Schwartz
Name: Garry S. Schwartz
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and sole member of HII Fleet Support Group LLC hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and sole member to enable HII Fleet Support Group LLC to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

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<tbody>
<tr>
<td>/s/ Garry S. Schwartz</td>
<td>(Principal Executive Officer)</td>
<td>November 2, 2020</td>
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<tr>
<td>Garry S. Schwartz</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Karl W. Jahn, Jr.</td>
<td>(Principal Financial Officer)</td>
<td>November 10, 2020</td>
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<tr>
<td>/s/ Nicolas G. Schuck</td>
<td>(Principal Accounting Officer)</td>
<td>November 10, 2020</td>
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<tr>
<td>Nicolas G. Schuck</td>
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</tr>
<tr>
<td>/s/ Edgar A. Green III</td>
<td>Sole Manager</td>
<td>November 10, 2020</td>
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<tr>
<td>Edgar A. Green III</td>
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</table>

II - 28
SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 10, 2020.

HII Mechanical Inc.

By: /s/ Julia R. Jones
Name: Julia R. Jones
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of HII Mechanical Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable HII Mechanical Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

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<td>(Principal Executive Officer)</td>
<td>November 10, 2020</td>
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<tr>
<td>Julia R. Jones</td>
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</tr>
<tr>
<td>/s/ Donald W. Godwin</td>
<td>(Principal Financial Officer)</td>
<td>November 2, 2020</td>
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<tr>
<td>Donald W. Godwin</td>
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<td>(Principal Accounting Officer)</td>
<td>November 10, 2020</td>
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<tr>
<td>/s/ Jennifer R. Boykin</td>
<td>Director</td>
<td>November 6, 2020</td>
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<tr>
<td>Jennifer R. Boykin</td>
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<tr>
<td>/s/ Charles R. Monroe, Jr.</td>
<td>Director</td>
<td>November 10, 2020</td>
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<tr>
<td>Charles R. Monroe, Jr.</td>
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<tr>
<td>/s/ D. R. Wyatt</td>
<td>(Director)</td>
<td>November 10, 2020</td>
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<tr>
<td>D. R. Wyatt</td>
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II - 29
SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 2, 2020.

HII Mission Driven Innovative Government Solutions Inc.

By:  /s/ Garry S. Schwartz
Name:  Garry S. Schwartz
Title:  President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of HII Mission Driven Innovative Government Solutions Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable HII Mission Driven Innovative Government Solutions Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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<td>/s/ D.R. Wyatt</td>
<td>Director</td>
<td>November 10, 2020</td>
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Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 10, 2020.

HII Mission Driven Innovative Solutions Holding Company

By: /s/ Edgar A. Green III
Name: Edgar A. Green III
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of HII Mission Driven Innovative Solutions Holding Company hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable HII Mission Driven Innovative Solutions Holding Company to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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II - 31
SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 2, 2020.

HII Mission Driven Innovative Solutions Inc.

By: /s/ Garry S. Schwartz
Name: Garry S. Schwartz
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of HII Mission Driven Innovative Solutions Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable HII Mission Driven Innovative Solutions Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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HII Mission Driven Innovative Technical Services LLC

By: /s/ Garry S. Schwartz
Name: Garry S. Schwartz
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of HII Mission Driven Innovative Technical Services LLC hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable HII Mission Driven Innovative Technical Services LLC to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

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<td>/s/ Karl W. Jahn, Jr.</td>
<td>(Principal Financial Officer)</td>
<td>November 10, 2020</td>
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<td>/s/ Nicolas G. Schuck</td>
<td>(Principal Accounting Officer)</td>
<td>November 10, 2020</td>
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<tr>
<td>Nicolas G. Schuck</td>
<td></td>
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</tr>
<tr>
<td>/s/ Charles R. Monroe, Jr.</td>
<td>Secretary of HII Mission Driven Innovative Solutions Inc., the Sole Member</td>
<td>November 10, 2020</td>
</tr>
<tr>
<td>Charles R. Monroe, Jr.</td>
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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 10, 2020.

HII Nuclear Inc.

By: /s/ Michael K. Lempke
Name: Michael K. Lempke
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of HII Nuclear Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable HII Nuclear Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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<td>/s/ Michael K. Lempke</td>
<td>(Principal Executive Officer)</td>
<td>November 10, 2020</td>
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<td>(Principal Financial Officer)</td>
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<td>Director</td>
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<td>Director</td>
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<td>/s/ D. R. Wyatt</td>
<td>Director</td>
<td>November 10, 2020</td>
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Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 10, 2020.

HII San Diego Shipyard Inc.

By: /s/ Edgar A. Green III
Name: Edgar A. Green III
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of HII San Diego Shipyard, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable HII San Diego Shipyard, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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<td>November 10, 2020</td>
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<td>/s/ Karl W. Jahn, Jr.</td>
<td>(Principal Financial Officer)</td>
<td>November 10, 2020</td>
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<td>/s/ Nicolas G. Schuck</td>
<td>(Principal Accounting Officer)</td>
<td>November 10, 2020</td>
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<td>/s/ Edgar A. Green III</td>
<td>Director</td>
<td>November 10, 2020</td>
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<td>Director</td>
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<td>/s/ D. R. Wyatt</td>
<td>Director</td>
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Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 10, 2020.

HII Services Corporation

By: /s/ C. Michael Petters
Name: C. Michael Petters
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of HII Services Corporation hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable HII Services Corporation to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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<td>(Principal Executive Officer)</td>
<td>November 10, 2020</td>
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<tr>
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<tr>
<td>/s/ Christopher D. Kastner</td>
<td>(Principal Financial Officer)</td>
<td>November 10, 2020</td>
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<td>/s/ Nicolas G. Schuck</td>
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Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 10, 2020.

HII Technical Solutions Corporation

By: /s/ Edgar A. Green III

Name: Edgar A. Green III
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of HII Technical Solutions Corporation hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable HII Technical Solutions Corporation to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

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HII Unmanned Maritime Systems, Inc.

By:  /s/ Duane W. Fotheringham

Name:  Duane W. Fotheringham

Title:  President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of HII Unmanned Maritime Systems, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable HII Unmanned Maritime Systems, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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Huntington Ingalls Engineering Services, Inc.
By: /s/ Edgar A. Green III
Name: Edgar A. Green III
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Huntington Ingalls Engineering Services, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Huntington Ingalls Engineering Services, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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Huntington Ingalls Incorporated
By: /s/ C. Michael Petters
Name: C. Michael Petters
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Huntington Ingalls Incorporated hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Huntington Ingalls Incorporated to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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Huntington Ingalls Industries Energy and Environmental Services, Inc.

By:  /s/ Michael K. Lempke
Name:  Michael K. Lempke
Title:  President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Huntington Ingalls Industries Energy and Environmental Services, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Huntington Ingalls Industries Energy and Environmental Services, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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Huntington Ingalls Unmanned Maritime Systems, Inc.

By: /s/ Edgar A. Green III
Name: Edgar A. Green III
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Huntington Ingalls Unmanned Maritime Systems, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Huntington Ingalls Unmanned Maritime Systems, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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Hydroid, Inc.

By: /s/ Duane W. Fotheringham
Name: Duane W. Fotheringham
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Hydroid, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Hydroid, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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II - 43
Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 2, 2020.

Integrated Information Technology Corporation

By: /s/ Garry S. Schwartz

Name: Garry S. Schwartz
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Integrated Information Technology Corporation hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Integrated Information Technology Corporation to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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<td>/s/ Garry S. Schwartz</td>
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<td>November 2, 2020</td>
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Newport News Nuclear Inc.

By: /s/ Michael K. Lempke
Name: Michael K. Lempke
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Newport News Nuclear Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Newport News Nuclear Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

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<tr>
<td>/s/ Michael K. Lempke</td>
<td>(Principal Executive Officer)</td>
<td>November 10, 2020</td>
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<td>/s/ Edgar A. Green III</td>
<td>Director</td>
<td>November 10, 2020</td>
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<td>/s/ D. R. Wyatt</td>
<td>Director</td>
<td>November 10, 2020</td>
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<td>D. R. Wyatt</td>
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II - 45
SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 10, 2020.

Pegasus International, Inc.

By: /s/ Thomas J. Davison

Name: Thomas J. Davison
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Pegasus International, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Pegasus International, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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<td>/s/ Victor I. Kohanski</td>
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II - 46
SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 2, 2020.

The PTR Group, LLC

By: /s/ Garry S. Schwartz
Name: Garry S. Schwartz
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of The PTR Group, LLC hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable The PTR Group, LLC to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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<td>/s/ Karl W. Jahn, Jr.</td>
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<tr>
<td>/s/ Charles R. Monroe, Jr.</td>
<td>Secretary of Fulcrum IT Services, LLC, the Sole Member</td>
<td>November 10, 2020</td>
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Universal Encco, Inc.

By: /s/ Thomas J. Davison
Name: Thomas J. Davison
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Universal Ensco, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Universal Ensco, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 10, 2020.

UniversalPegasus International Holdings, Inc.

By: /s/ Thomas J. Davison
Name: Thomas J. Davison
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of UniversalPegasus International Holdings, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable UniversalPegasus International Holdings, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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UniversalPegasus International, Inc.

By: /s/ Thomas J. Davison
Name: Thomas J. Davison
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of UniversalPegasus International, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable UniversalPegasus International, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Newport News, Commonwealth of Virginia, on November 10, 2020.

UP International, Inc.

By: /s/ Thomas J. Davison
Name: Thomas J. Davison
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of UP International, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable UP International, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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UP Support Services, Inc.

By: /s/ Thomas J. Davison
Name: Thomas J. Davison
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of UP Support Services, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable UP Support Services, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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Veritas Analytics, Inc.

By: /s/ Garry S. Schwartz
Name: Garry S. Schwartz
Title: President

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Veritas Analytics, Inc. hereby severally constitute and appoint Chad N. Boudreaux and Charles R. Monroe, Jr., and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-4 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Veritas Analytics, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

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RECEIPT

RE: FULCRUM IT SERVICES ACQUISITION, LLC

ID: S323610 - 8
DCN: 10-04-13-0599

Dear Customer:

This is your receipt for $100.00 to cover the fee(s) for filing articles of organization for a limited liability company with this office.

This is also your receipt for $225.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of organization is April 13, 2010.

Thank you for contacting our office. If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck  
Clerk of the Commission

RECEIPTLC  
LLNCD  
CIS0522
HOLD FOR PICK-UP FOR
UCC RETRIEVALS, INC.
BETH EPSTEIN / TRACI GOODMAN / MARY COLLINS
(804) 559-5919

STATE CORPORATION COMMISSION
1300 EAST MAIN STREET
RICHMOND VA 23209-1157

APRIL 13, 2010

SAME DAY EXPEDITED

DEAR SIRS,

Pursuant to instructions of counsel, I enclose for filing on behalf of:

FULCRUM IT SERVICES ACQUISITION, LLC

ARTICLES OF ORGANIZATION

"PLEASE RETURN (1) CERTIFIED COPY OF THE ATTACHED FILING (for foreign entities c/c the application only)"

"PLEASE RETURN (1) CERTIFICATE OF FACT – STATUS & FEE CURRENT"

Check(s) in payment of the required fees are enclosed. I would appreciate you telephoning me at (804) 559-5919 if there is a problem with this filing and to advise me when the evidence is available to be picked up.

Thank you for your assistance in this regard.

Sincerely,
BETH EPSTEIN

53236008
Expedited Service Request

Business Entity Filing

Entity Name: FULCRUM IT SERVICES ACQUISITION, LLC

Return Evidence of Filing To:
BETH EPSTEIN
UCC RETRIEVALS, INC.
7260 HANOVER GREEN DRIVE
MECHANICSVILLE, VA 23111

Contact Person: BETH EPSTEIN
Phone Number: (504) 559-5019 ext 15
Fax Number: (504) 559-5020
E-mail: corporate@uccretrievals.com

Return Evidence of Filing By:
✓ Hold for Pickup (Available at 4:00 p.m.)
  □ First-Class Mail
  □ USPS Express Mail
    (Prepaid envelope required)
  □ Overnight via USPS
    (Competed within 24 hours)
  □ Fax
    (additional charge of $5. Only available for
     Expedited Filings, Categories A and C.)

Complete, if not correspondent:
Name: BETH EPSTEIN
Fax No.: (504) 559-5019

~~~ See Information & Instructions for description of categories. ~~~

Expedited Services(s) Requested: Category A

✓ Expedite Business Entity Document listed in Schedule A
  ✓ Same Day Service (in by Noon) $200
  □ Next Day Service (in by 4:00 p.m.) $100

Category B
  □ Preliminary Review of a Document listed in Schedule A
    (2nd Business Day Service Only — in by 4:00 p.m.) $50
    (Note: No fee if document is a preliminary review
     resubmission within 30 days of initial submission.)

Category C
  □ Expedite Business Entity Document listed in Schedule C
    (Next Day Service Only — in by 4:00 p.m.) $50
    □ Reinstatement Packet $50

● [ ] □ [ ]

FOR OFFICE USE ONLY
10 04 13 0599

*** Remember to include payment for all applicable fees (e.g., charter/entrance, reinstatement, filing, tax and expedite fees)
Commonwealth of Virginia

State Corporation Commission

Clerk's Office
1300 E. Main St., Tyler Bldg., Richmond, VA 23219

Facsimile Cover Sheet

To: Beth Epstein
Company: _______________________
Phone: _______________________
Fax: (804) 550-5920

From: Felicia Walker
Phone: (804) 371-5006
Fax: (804) 371-9654

Date: April 13, 2010

Pages Including this cover page: 3

Comments:
1. Filing receipt
   Certificate of Organization

**Transaction Report**

Fax: 804-739-5631
LEGAL 8971035

[Signature]

APR 13 2010 10:23
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
AT RICHMOND, APRIL 13, 2010

The State Corporation Commission has found the accompanying articles submitted on behalf of
FULCRUM IT SERVICES ACQUISITION, LLC
to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this
CERTIFICATE OF ORGANIZATION
be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective April 13, 2010.

STATE CORPORATION COMMISSION
By

James C. Dimitri
Commissioner

DLLACPT
C10322
10-04-13-0599
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF ORGANIZATION OF A DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows:

1. The name of the limited liability company is

   [Name of Limited Liability Company]

2. A. The name of the limited liability company's initial registered agent is

   Corporate Service Company

B. The registered agent is (mark appropriate box):

   (1) an INDIVIDUAL who is a resident of Virginia and
   □ a member or manager of the limited liability company.
   □ a member or manager of a limited liability company that is a member or manager of the limited liability company.
   □ an officer or director of a corporation that is a member or manager of the limited liability company.
   □ a general partner of a general or limited partnership that is a member or manager of the limited liability company.
   □ a trustee of a trust that is a member or manager of the limited liability company.
   □ a member of the Virginia State Bar.

   OR

   (2) a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

3. The limited liability company's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is

   11 South 15th Street, P.O. Box 1463
   Richmond, VA 23218

   which is physically located in the □ county or □ city of Richmond.

4. The limited liability company's principal office address, including the street and number, is

   2661 S. Bayshore Dr., Suite 1421
   Miami, FL 33133

   Organizer(s):

   [Signature]

   [Signature]

   [Signature]

   [Signature]

   Lawrenc Schlephant

   [Organizer(s)]

   [Organizer(s)]

   [Organizer(s)]

   [Organizer(s)]

SEE INSTRUCTIONS ON THE REVERSE
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF AMENDMENT
CHANGING THE NAME AND/OR THE PRINCIPAL OFFICE ADDRESS OF
A VIRGINIA LIMITED LIABILITY COMPANY
By the Members

The undersigned, on behalf of the limited liability company set forth below, pursuant to § 13.1-1014 of
the Code of Virginia, states as follows:

1. The current name of the limited liability company, as it appears on the records of the State
Corporation Commission, is

FULCROUM IT SERVICES ACQUISITION, LLC

2. The name of the limited liability company is changed to

FULCROUM IT SERVICES, LLC

3. The limited liability company's principal office address, including the street and number, is

changed to

4. (See "Approval" instructions for requisite vote.) The foregoing amendment was adopted
by a vote of the members in accordance with the provisions of the Virginia Limited
Liability Company Act or

April 15, 2010

Executed in the name of the limited liability company by:

Denzell A. McDowell
Manager

(signed)

(office)

(phone number)

(check if applicable) (see instructions):

☐ The person signing this document on behalf of the limited liability company has been
delegated the right and power to manage the company's business and affairs.

(The articles must be executed in the name of the limited liability company by any manager or other
person who has been delegated the right and power to manage the business and affairs of the limited liability
company, or if no manager or such other persons have been selected, by any member of the limited liability
company.)

PREVENT ADVISORY: Information such as social security number, date of birth, driver's license number, or financial institution numbers is NOT required to be included on entity documents filed with the Office of the Clerk of the Corporation. Any information provided on these documents is subject to public disclosure.

SEE INSTRUCTIONS ON THE REVERSE

YAD0153638 CT Seven Dales
UCC RETRIEVALS INC  
BETH EPSTEIN  
7288 HANOVER GREEN DR  
MECHANICSVILLE, VA 23111

RECEIPT

RE: Fulcrum IT Services, LLC
ID: S223610 - 8
DCN: 10-04-15-0534

Dear Customer:

This is your receipt for $25.00, covering the fees for filing articles of merger with this office.

This is also your receipt for $100.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of merger is April 16, 2010.

Each non-surviving entity:

Fulcrum IT Services Company

is merged into Fulcrum IT Services, LLC (formerly FULCRUM IT SERVICES ACQUISITION, LLC).

If you have any questions, please call (504) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Pack
Clerk of the Commission

MERGRCPT
MERGACPT
CIS0368
HOLD FOR PICK-UP FOR

UCG RETRIEVALS, INC.
BETH EPSTEIN / TRACI GOODMAN / MARY COLLINS
(804) 559-5919

STATE CORPORATION COMMISSION
1300 EAST MAIN STREET
RICHMOND VA 23219-1157

APRIL 15, 2010

NEXT DAY EXPEDITE!!

DEAR SIRS,

PURSUANT TO INSTRUCTIONS OF COUNSEL, I ENCLOSE FOR FILING ON
BEHALF OF:

FULCRUM IT SERVICES ACQUISITION, LLC n/c to FULCRUM IT SERVICES
LLC

ARTICLES OF MERGER WITH NAME CHANGE

"PLEASE RETURN (1) CERTIFIED COPY OF THE ATTACHED FILING
(for foreign entities c/c the application only!!)"

CHECK(S) IN PAYMENT OF THE REQUIRED FEES ARE ENCLOSED. I WOULD APPRECIATE YOU
TELEPHONING ME AT (804) 559-5919 IF THERE IS A PROBLEM WITH THIS FILING AND TO ADVISE ME
WHEN THE EVIDENCE IS AVAILABLE TO BE PICKED UP.

THANK YOU FOR YOUR ASSISTANCE IN THIS REGARD.

SINCERELY,
BETH EPSTEIN

Domestic Merger of

FULCRUM IT SERVICES COMPANY
(a Va. corp.)

into

FULCRUM IT SERVICES ACQUISITION, LLC
(a Va. LLC & the survivor & name
change to FULCRUM IT SERVICES, LLC)

$15.00
125.00
24/4/10
Expeditied Service Request
~ Business Entity Filing

This form MUST be completed and placed on top of EACH document that is submitted for expedited review and processing.

Entity Name: FULLCUM IT SERVICES ACQUISITION, LLC
Entity's SCC ID No. (if known): S 323610 - 8

Return Evidence of Filing To: (Correspondent's name and address)
BETH EPSTEIN
UCC RETRIEVALS, INC.
7266 HANOVER GREEN DRIVE
MECHANICSVILLE, VA 23111

Return Evidence of Filing By: (mark all that apply)

☑ Hold for Pickup (Available at 4:00 p.m.)
☐ First-Class Mail
☐ USPS Express Mail
(Prepaid envelope required.)
☐ Overnight via UPS
(Completed airbill with account number required.)
☐ Fax
(Additional charge of $16. Only available for Expedited Filings. Categories A and C)
☐ Complete, if not correspondent.

Name: ____________________________
Fax No.: ( ) _______ . _______

Contact Person: BETH EPSTEIN
Phone Number: (804) 559 - 5919 ext 15
Fax Number: (804) 559 - 5920
E-mail: corporate@uccretrievals.com

See Information & Instructions for description of categories. ~~~ FOR OFFICE USE ONLY

Expedited Service(s) Requested: (mark service requested)

☐ Category A Expedite Business Entity Document listed in Schedule A
☐ Same Day Service (In by Noon) $ 200
☑ Next Day Service (In by 4:00 p.m.) $ 100

☐ Category B Preliminary Review of a Document listed in Schedule A
(2nd Business Day Service Only — In by 4:00 p.m.) $ 50
(Note: No fee if document is a preliminary review resubmission within 30 days of initial submission.)

☐ Category C Expedite Business Entity Document listed in Schedule C
(Next Day Service Only — In by 4:00 p.m.) $ 50

☐ Reinstatement Packet $ 50

*** Remember to include payment for all applicable fees (e.g., charter/entrance, reinstatement, filing, fax and expedite fees)
CISA369

CIS

04/16/10

1 131 LCMG3229 LLC DATA INQUIRY 08:42:07
LLC ID: S323610 - 8 STATUS: 00 ACTIVE STATUS DATE: 04/13/10
LLC NAME: FULCRUM IT SERVICES ACQUISITION, LLC

DATE OF FILING: 04/13/2010 PERIOD OF DURATION: 
STATE OF FILING: VA VIRGINIA MERGER INDICATOR: 
CONVERSION/DOMESTICATION INDICATOR: 
PRINCIPAL OFFICE ADDRESS:
STREET: 2601 S BAYSHORE DR
STE 1425
CITY: MIAMI STATE: FL ZIP: 33131-0000

REGISTERED AGENT INFORMATION
R/A NAME: CORPORATION SERVICE COMPANY
STREET: 11 S 12TH ST
PO BOX 1463
CITY: RICHMOND STATE: VA ZIP: 23219-0000
R/A STATUS: 5 ENTITY AUTHORIZED EFF DATE: 04/13/10 LOC: 216 RICHMOND CITY YEAR FEES PENALTY INTEREST BALANCE
00
COMMAND: .................................................................
4AO 05,016

SURVIVOR
LLC ID: S323610 - 8  LLC STATUS: DD ACTIVE
LLC NAME: FULCRUM IT SERVICES ACQUISITION, LLC

COURT LOCALITY: 216 RICHMOND CITY

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COMMAND: 4AD

SURVIVOR
CORP ID: 0271192 - 7  STATUS: 00 ACTIVE  STATUS DATE: 05/16/97
CORP NAME: Fulcrum IT Services Company

DATE OF CERTIFICATE: 05/23/1985 PERIOD OF DURATION:  INDUSTRY CODE: 00
STATE OF INCORPORATION: VA VIRGINIA  STOCK INDICATOR: S STOCK
MERGER IND:  CONVERSION/DOMESTICATION IND: 
GOOD STANDING IND: Y  MONITOR INDICATOR: 
CHARTER FEE:  MON NO: 
MON-status:  MONITOR DTE: 
R/A NAME: JOSEPH F BALAC JR

STREET: 7403 GATEWAY CT  AR RTN MAIL: 

CITY: MANASSAS  STATE: VA ZIP: 20109
R/A STATUS: 2 OFFICER  EFF. DATE: 05/02/01 LOC.: 176
ACCEPTED A/R: 210 16 4314 DATE: 03/26/10  PRINCE WILLIAM
CURRENT A/R: 210 16 4314 DATE: 03/26/10 STATUS: A ASSESSMENT INDICATOR: 0
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
10 370.00 

CANNOT

NONSURVIVOR
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**COMMAND:**

**4A0**

68,014
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
AT RICHMOND, APRIL 15, 2010

The State Corporation Commission finds the accompanying articles submitted on behalf of
Fulcrum IT Services, LLC
comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this
CERTIFICATE OF MERGER
be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective April 15, 2010. Each of the following:

Fulcrum IT Services Company
is merged into Fulcrum IT Services, LLC (formerly FULCRUM IT SERVICES ACQUISITION,
LLC), which continues to exist under the laws of VIRGINIA with the name Fulcrum IT Services,
LLC, and the separate existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By: [Signature]

James C. Dimetri
Commissioner

MERGACPT
CIS0368
10-04-15-0634
ARTICLES OF MERGER
OF
FULCRUM IT SERVICES COMPANY - 0271192-7
WITH AND INTO
FULCRUM IT SERVICES ACQUISITION, LLC - 5323610-8

On this April 15, 2010, pursuant to the provisions of title 13.1, Chapter 9, Article 12 of the Code of Virginia, the undersigned hereby certify that:

1. Fulcrum IT Services Company, a Virginia corporation (the "Constituent Corporation") shall be merged with and into Fulcrum IT Services Acquisition, LLC, a Virginia limited liability company (the "Surviving Company"), which shall be the surviving company.

2. The provisions of the Plan of Merger, as adopted on April 15, 2010 by the Constituent Corporation and the Surviving Company, are attached hereto as Exhibit A.

3. The Surviving Company will continue its existence as a limited liability company under the name "Fulcrum IT Services, LLC" pursuant to Chapter 12 of Title 13.1 of the Code of Virginia. A copy of the amendment to the articles of organization of the Surviving Company is attached hereto as Exhibit B.

4. The Plan of Merger was unanimously approved by the Shareholders of the Constituent Corporation in accordance with Section 13.1-718 of the Code of Virginia.

5. The Plan of Merger was unanimously approved by the sole member of the Surviving Company in accordance with Section 13.1-1071 of the Code of Virginia.

6. The Merger shall become effective upon the filing of these Articles of Merger with the Secretary of the Commonwealth of Virginia.

[SIGNATURES ON THE FOLLOWING PAGE]
IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Constituent Corporation and the Surviving Company by their respective authorized officers and an authorized person on behalf of the limited liability company as of the day and year first above written.

Fahreem IT Services Company, a Virginia corporation

By: __________________________
   Name: Jeffrey Henry
   Title: President

SSC ID: 9271192-7

Fahreem IT Services Acquisitions, LLC, a Virginia limited liability company

By: __________________________
   Name: Derek A. McDowell
   Title: Vice President/Manager

SSC ID: 8333610-5
IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Constituent Corporation and the Surviving Company by their respective authorized officers and an authorized person on behalf of the Limited Liability Company as of the day and year first above written.

Fairfax IT Services Company, a Virginia corporation

By: [Signature]
Name: Jeffrey Handy
Title: President
556 35th St. 23115-7
Fairfax IT Services Acquisition, LLC, a Virginia limited liability company

By: [Signature]
Name: David A. McDowell
Title: Vice President
NNC 19, 533310-6
Exhibit A

PLAN OF MERGER

1.1 The Merger. At the Effective Time, Fulcrum IT Services Company, a Virginia corporation (the "Company") shall be merged with and into Fulcrum IT Services Acquisition, LLC, a Virginia limited liability company ("Acquisition") in accordance with the requirements of Virginia law (the "Merger"). Thereupon, the limited liability company existence of Acquisition, with all its rights, privileges, immunities, powers and purposes, shall continue unaffected and unimpaired by the Merger, and Acquisition, as the limited liability company surviving the Merger, shall be fully vested therewith and the separate existence of the Company shall cease upon the Merger becoming effective as herein provided and thereupon the Company and Acquisition shall be a single limited liability company (sometimes referred to herein as the "Surviving Company").

1.2 Filing. Acquisition and the Company shall file duly executed Articles of Merger with the Commonwealth of Virginia State Corporation Commission in accordance with the provisions of Section 13.1-720 of the Virginia Stock Corporation Act (the "Corporation Act") and Section 13.1-1072 of the Virginia Limited Liability Company Act (the "LLC Act").

1.2 Effective Time of the Merger. The Merger shall be effective at the time that the filing of the Articles of Merger with the Commonwealth of Virginia State Corporation Commission referred to in Section 1.2 is completed, which time is sometimes referred to herein as the "Effective Time." The Merger shall have the effects set forth in Section 13.1-721 of the Corporation Act and Section 13.1-1073 of the LLC Act.

1.4 Articles of Organization. At the Effective Time, the articles of organization of Acquisition, as amended pursuant to the Articles of Merger, shall be the articles of organization of the Surviving Company, which may be amended from time to time after the Effective Time as provided by law.

1.5 Operating Agreement. At the Effective Time, the operating agreement of Acquisition shall be the operating agreement of the Surviving Company, which may be amended from time to time after the Effective Time as provided by the articles of incorporation or said operating agreement.

1.6 Conversion. At the Effective Time, all of the issued and outstanding membership interests and shares of capital stock, respectively, of Acquisition and the Company shall, by virtue of the Merger and without any action on the part of the respective holders thereof, be converted or canceled, as the case may be, as follows:

(a) Each outstanding unit of membership interest of Acquisition shall be converted into one (1) unit of membership interest of the Surviving Company.
(b) Each of the Thirty Three and One Tenth (33 1/10) shares (and any fraction thereof) of the Company's Common Stock owned by the shareholders shall be converted into and become the right to receive as amount of consideration, equal to (i) the Total Purchase Price multiplied by (ii) a fraction, (A) the numerator of which is one (or in the case of a fractional share such fraction) and (B) the denominator of which is Thirty Three and One Tenth (33 1/10).

(c) Each treasury share of capital stock of the Company, if any, and any outstanding Options to purchase Common Stock or other equity securities of the Company, shall be canceled, and no payment shall be made in respect thereof.

A copy of the executed agreement and plan of merger is on file at the principal office of the Surviving Company and will be furnished by the Surviving Company, on request and without cost, to any member of the Surviving Company and to any shareholder of the Company.
EXHIBIT B

Amendment to Articles of Organization
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF AMENDMENT
(DECL) CHANGING THE NAME AND/OR THE PRINCIPAL OFFICE ADDRESS OF
A VIRGINIA LIMITED LIABILITY COMPANY

By the members

The undersigned, on behalf of the limited liability company set forth below, pursuant to § 13.1-1014 of
the Code of Virginia, states as follows:

1. The current name of the limited liability company, as it appears on the records of the State
   Corporation Commission, is
   FULCRUM IT SERVICES ACQUISITION, LLC

2. The name of the limited liability company is changed to
   FULCRUM IT SERVICES, LLC

3. The limited liability company's principal office address, including the street and number, is
   changed to

4. (See "Approval" instructions for requisite vote.) The foregoing amendment was adopted
   by a vote of the members in accordance with the provisions of the Virginia Limited
   Liability Company Act on April 15, 2010

Executed in the name of the limited liability company by:

[Signature]
Derek A. McDonald
Manager

[Signature]
April 15, 2010
(Title)

[telephone number if provided]
16.155.0516

CHECK IF APPLICABLE (see instructions):

☐ The person signing this document on behalf of the limited liability company has been
   delegated the right and power to manage the company's business and affairs.

(If no managers or other persons have been selected, by any member of the limited liability company.)

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT acceptable and should not be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public disclosure.

SEE INSTRUCTIONS ON THE REVERSE
LIMITED LIABILITY COMPANY

AGREEMENT

OF

FULCRUM IT SERVICES, LLC

This Limited Liability Company Agreement (this “Agreement”) of Fulcrum IT Services, LLC (f/k/a Fulcrum IT Services Acquisition, LLC (the “Company”) is entered into and effective as of the 16th day of April, 2010, by and between the Company and Fulcrum IT Holdings, LLC, a Delaware limited liability company, as member (the “Member”).

WHEREAS, the Company was formed on April 13, 2010 pursuant to and in accordance with the Virginia Limited Liability Company Act (Va. Code § 13.1-1000 thru 13.1-1080, et seq.), as amended from time to time (the “Act”) under the name Fulcrum IT Services Acquisition, LLC.

WHEREAS, the Company was the surviving entity in a merger with Fulcrum IT Services Company, a Virginia corporation, pursuant to the Articles of Merger filed with the State Corporation Commission of Virginia on April 15, 2010 (and certified as effective on April 16, 2010) and in which the Company changed its name to Fulcrum IT Services, LLC; and

WHEREAS, the Member desires to participate in the Company for the purpose described herein.

NOW THEREFORE, the Member, by execution of this Agreement, does hereby adopt this Agreement as the limited liability company agreement of the Company upon the following terms and conditions.

1. **Name.** The name of the limited liability company is Fulcrum IT Services, LLC.

2. **Purpose.** The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. **Filings.** On or before execution of this Agreement, an authorized person within the meaning of the Act has executed, delivered and filed the Articles of Organization with the Virginia State Corporation Commission. The Member hereby ratifies and approves such filing of the Articles of Organization with the State Corporation Commission of Virginia. The Member is hereby designated as an authorized person within the meaning of the Act. The Member shall have the right, power, and authority to execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.
4. Registered Office. The address of the registered office of the Company in the State of Virginia is 7403 Gateway Court, Manassas, Virginia 20109-7313.

5. Registered Agent. The name and address of the registered agent for service of process on the Company in the State of Virginia is Corporation Service Company, 11 South 12th Street, P.O. Box 1463, Richmond, Virginia 23218.

6. Fiscal Year. The fiscal year of the Company (the “fiscal year”) shall be the calendar year, or in the case of the Company’s first and last fiscal years, the fraction thereof commencing on the date of the filing of the Articles of Organization or the date the Company is dissolved as provided in Section 10. The Member is authorized to make all elections for tax or other purposes as it may deem necessary or appropriate.

7. Member. The Member is hereby admitted as the sole member of the Company. The name of the Member is as set forth above in the preamble to this Agreement.


(a) Subject to Section 8(b) below, the Company shall be managed exclusively by the Member. The Member shall have the right, power, authority and discretion acting alone to conduct the business and affairs of the Company and to take any and all actions (including, without limitation, executing, delivering and performing on behalf of the Company any and all agreements, instruments, certificates or other documents) and do any and all things necessary, desirable, convenient or incidental to carry on the business and purposes of the Company, including, without limitation, (i) to incur debt on behalf of the Company, (ii) to acquire or sell any assets of the Company, (iii) to provide indemnities or guaranties in the name and on behalf of the Company, (iv) to enter into, perform and carry out agreements, instruments, guaranties, indemnities, and contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Company, necessary to, in connection with, convenient to or incidental to the accomplishment of the purposes of the Company, (v) to enter into, perform and carry out agreements, instruments, guaranties, indemnities, and contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Company, necessary to, in connection with, convenient to or incidental to the accomplishment of the purposes of the Company, and (vi) to take any and all actions necessary, desirable, convenient or incidental for the purpose of carrying out or exercising any of the powers of the Company, and (vii) to take any and all actions necessary, desirable, convenient or incidental for the purpose of exercising any of the powers of the Company, and (viii) to take any and all actions necessary, desirable, convenient or incidental for the furtherance of the objects and purposes of the Company, and shall have and may exercise all of the powers and rights conferred upon a manager of a limited liability company formed pursuant to the Act.

(b) The Member may appoint individuals with titles and duties as the Member may elect to act as officers on behalf of the Company. Jeffrey Handy is hereby appointed as the first President and Chief Executive Officer of the Company. Carroll Johnson is hereby appointed as the first Chief Financial Officer, Treasurer and Secretary of the Company. Mr. Derek McDowell and Mr. Michael Bluestein are appointed as the first Vice Presidents of the Company. Subject to the authority, direction, and oversight of the Member, such officers shall have authority over the general and active management of the affairs and business of the Company and may sign bonds, deeds, contracts, promissory notes, investment agreements, and membership unit certificates for the Company. The Member is not required to appoint any other officers of the Company, and the failure to appoint one or more officers will not affect the valid existence of the Company. Each officer appointed by the Member will hold office until the
9. **Exculpation and Indemnification.** No Member, officer or other authorized agent of the Company shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such person by this Agreement, except that such person shall be liable for any such loss, damage or claim incurred by reason of such person’s willful misfeasance or bad faith. In the event that the Member, or any of its direct or indirect members, partners, directors, managing directors, officers, stockholders, employees, agents, affiliates or controlling persons, or any officer of the Company (collectively, the “Indemnified Persons”; and each an “Indemnified Person”), becomes involved, in any capacity, in any threatened, pending or completed, action, suit proceeding or investigation, in connection with any matter arising out of or relating to the Company’s business or affairs, to the fullest extent permitted by applicable law, any legal and other expenses (including the cost of any investigation and preparation) incurred by such Indemnified Person in connection therewith shall, from time to time, be advanced by the Company prior to the final disposition of such action, suit, proceeding or investigation upon receipt by the Company of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company in connection with such action, suit proceeding or investigation as provided in the exception contained in the next succeeding sentence. To the fullest extent permitted by law, the Company also will indemnify and hold harmless an Indemnified Person against any losses, claims, damages, liabilities, obligations, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (collectively, “Costs”), to which such an Indemnified Person may become subject in connection with any matter arising out of or in connection with the Company’s business or affairs, except to the extent that any such Costs result solely from the willful misfeasance or bad faith of such Indemnified Person. If for any reason (other than the willful misfeasance or bad faith of such Indemnified Person) the foregoing indemnification is unavailable to such Indemnified Person, or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such Costs in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and such Indemnified Person on the other hand but also the relative fault of the Company and such Indemnified Person, as well as any relevant equitable considerations. The reimbursement, indemnity and contribution obligations of the Company under this Section shall be in addition to any liability which the Company may otherwise have to any Indemnified Person and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company and any Indemnified Person. The reimbursement, indemnity and contribution obligations of the Company under this Section shall be limited to the Company’s assets, and no Member shall have any personal liability on account thereof. The foregoing provisions shall survive any termination of this Agreement.
10. **Dissolution.** The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member and (b) the entry of a decree of judicial dissolution under of the Act.

The bankruptcy (as defined in the Act) of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in such manner, and in such order of priority, as determined by the Member, subject to any requirements of the Act.

11. **Treatment for Tax Purposes.** It is the intention of the Member that the Company be treated as an entity disregarded from its owner for federal, state and local income tax purposes.

12. **Capital Contributions.** Without creating any rights in favor of any third party, the Member may, from time to time, make contributions of cash or property to the capital of the Company, but shall have no obligation to do so.

13. **Distributions.** Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

14. **Assignments.** The Member may transfer or assign, in whole or in part, its limited liability company interest. Any assignee of the Member’s limited liability company interest shall only become a member of the Company upon the consent of the Member.

15. **Admission of Additional Members.** One or more additional members of the Company may be admitted to the Company with the consent of the Member.

16. **Amendments.** This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

17. **Limited Liability.** Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

18. **No Third Party Beneficiaries.** The right or obligation of the Member to call for any capital contribution or to make a capital contribution or otherwise to do, perform, satisfy or discharge any liability or obligation of the Member hereunder, or to pursue any other right or remedy hereunder or at law or in equity, shall not confer any right or claim upon or otherwise inure to the benefit of any creditor or other third party having dealings with the Company; it being understood and agreed that the provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the Member and its successors and assigns except as may be otherwise agreed to by the Company in writing with the prior written approval of the Member.
19. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED UNDER, THE LAWS OF
THE COMMONWEALTH OF VIRGINIA, ALL RIGHTS AND REMEDIES BEING GOVERNED BY SAID LAWS, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

[Signature Page to Follow]

-5-
IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the date first above written. This Agreement shall be effective as of the date hereof.

MEMBER:

FULCRUM IT HOLDINGS, LLC

By: Derek A. McDowell
   Name: Derek A. McDowell
   Title: Manager

COMPANY:

FULCRUM IT SERVICES, LLC

By: Derek A. McDowell
   Name: Derek A. McDowell
   Title: Vice President
ARTICLES OF INCORPORATION
of ANNAPOLIS TECHNOLOGY, INC.
March 19, 2001

The undersigned incorporators, natural persons 18 years of age or older, in order to form a corporate entity, adopt the following articles of incorporation:

ARTICLE I - INCORPORATORS

The individuals incorporating are Paul D. Green, residing at 426 Lankford Road, Harwood, MD 20776; and David J. Marvin residing at 5250 Cedar Lane, Apt. 124, Columbia, MD 21046.

ARTICLE II - TITLE

The name of the said corporation shall be "Annapolis Technology, Inc." (the "Corporation").

ARTICLE III - DESCRIPTION OF BUSINESS PURPOSE

This Corporation is a for profit corporation. The Corporation's purpose is to provide professional consulting services and subscription based services in Information Technology to other corporate entities.

In addition, the Corporation may engage in any other purpose and or manner of business, either alone or in conjunction with others, which may be lawfully conducted under the laws of the State of Maryland or elsewhere, and do all things necessary and proper for the enforcement of the aforesaid.

ARTICLE IV - PRINCIPLE BUSINESS ADDRESS

The Corporation's principal business address is 426 Lankford Road, Harwood, MD 20776.

ARTICLE V - RESIDENT AGENT

The Corporation's resident agent designated to accept service of process in legal matters is Paul D. Green residing at 426 Lankford Road, Harwood, MD 20776.

ARTICLE VI - STOCK

The Corporation will have the authority to issue 1,000,000 shares of stock. Each share will have a par value of $0.01.

ARTICLE VII - NAMED DIRECTORS

The Corporation will have two (2) directors appointed for a term of one (1) year. These directors named below shall be appointed for the first year to serve until the election and qualification of their successors.
ARTICLE VIII - DURATION

The Corporation shall remain in existence perpetually or until such time as the directors of the Corporation vote to dissolve the Corporation. The affirmative vote of at least two-thirds of the directors of the Corporation is required to dissolve the Corporation.

ARTICLE IX - LIABILITY

No member, officer, or Director of this Corporation shall be personally liable for the debts or obligations of this Corporation of any nature whatsoever, nor shall any of the property of the members, officer, or Directors be subject to the payment of the debts or obligations of this Corporation.

In addition, the Corporation may indemnify a present or former member, officer or director of the Corporation or the other corporate representative to the maximum extend permitted by law in accordance with Section 14-418 of the Corporations and Associations Article of the Annotated Code of Maryland.

ARTICLE X - DISSOLUTION

At the time of dissolution of the Corporation, the Board of Directors shall, after paying, or making provisions for the payment of all debts, obligations, liabilities, costs and expenses of the Corporation, dispose of all of the assets of the Corporation. In no case shall a disposition be made which would not qualify as a charitable contribution under Section 170(c)(1) or (2) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, in such manner as the Board of Directors shall determine.

ARTICLE XI - AMENDMENTS

These Articles may be amended by the affirmative vote of at least two-thirds of the directors of the Corporation. When the Corporation has members, any such amendment must be ratified by a two-thirds (2/3) majority of the members voting on any proposed amendment.

SIGNATURES OF INCORPORATORS

[Signatures]
**KEEP WITH DOCUMENT**

DOCUMENT CODE: 02  BUSINESS CODE: 83

STATE OF APPLICANT: [State Name]

FILE NUMBER: [File Number]

APPLICATION: [Application Type]

FEES REMITTED

Base Fee: $20

Org. & Cap. Fee: $20

Expediting Fee: $20

Penalty: $20

State Fee: $20

State Transfer Tax: $20

CERTIFIED COPIES:

Copy Fee: $20

Certificates: $20

Certificate Fee: $20

Other: $20

TOTAL FEES: $100

Credit Card: [Yes/No]

Check: [Yes/No]

Cash: [Yes/No]

Documents on File: [Yes/No]

Checks: [Yes/No]

APPROVED BY: [Signature]

KEYED BY: [Signature]

COMMENT(S):

ATTENTION:

MAIL TO ADDRESS:

[Address]

[City, State, Zip Code]
# CORPORATE CHARTER APPROVAL SHEET

** KEEP WITH DOCUMENT **

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Close __________ Stock ________ Nonstock ________

P.A. ________ Religious ________

Merging (Transfers) ________

Surviving (Transfers) ________

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### FEES REMITTED

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Document on: ________ Checks: ________

Approved By: ________ Keyed By: ________

**COMMENT(S):** ________

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New Name: **G-2, Inc.**

ID No: 000297232 DOE No: 000361688871000

10/20/02; 000361 FOLIO: 0708 PAGES: 0002

03/18/2002 AT 10:05 A.M. NO. 0000097150

Mail to ADDRESS:

**77 West Street**

Annapolis, MD 21401

---

**Attention:** Eric Lipps
ARTICLES OF AMENDMENT

(1) Annapolis Technology, Inc.
a Maryland corporation hereby certifies to the State Department of Assessments and Taxation of Maryland that:

(2) The charter of the corporation is hereby amended as follows:
The name of the corporation is changed from Annapolis Technology, Inc. to GT Inc.

(4) The Directors. No stock has been issued.

We the undersigned President and Secretary swear under penalties of perjury that the foregoing is a true and correct statement.

(5) David Morris,
Secretary

(6) 425 Lankford Road

Harwood, MD 20776

(7) Paul Green,
President
ARTICLES OF MERGER

OF

SLINGSHOT MERGER CORP.
(a Maryland corporation)

WITH AND INTO

G2, INC.
(a Maryland corporation)

Pursuant to Title 3, Subtitle 1 of the Maryland General Corporation Law, the undersigned parties submit these Articles of Merger.

THESE ARTICLES OF MERGER are entered into on December 3, 2018, by and between Slingshot Merger Corp., a Maryland corporation (the “Merging Corporation”), and G2, Inc., a Maryland corporation (the “Surviving Corporation”), pursuant to that certain Agreement and Plan of Merger, dated as of November 16, 2018 (the “Merger Agreement”), by and among Huntington Ingalls Industries, Inc., a Delaware corporation (“Parent”), the Merging Corporation, the Surviving Corporation, and for the limited purposes set forth therein, Paul D. Green.

THIS IS TO CERTIFY TO THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND THAT:

FIRST: The Merging Corporation and the Surviving Corporation have agreed that the Merging Corporation shall be merged with and into the Surviving Corporation (the “Merger”). The terms and conditions of the Merger and the mode of carrying the Merger into effect are as herein set forth in these Articles of Merger.

SECOND: The name and state of incorporation of each entity that is a party to these Articles of Merger are as follows:

(a) the Merging Corporation is Slingshot Merger Corp., a corporation incorporated under the laws of the State of Maryland; and

(b) the Surviving Corporation is G2, Inc., a corporation incorporated under the laws of the State of Maryland.

THIRD: The Surviving Corporation shall survive the Merger as a Maryland corporation and shall continue under the name:

G2, Inc.

The Surviving Corporation’s charter shall not be amended as part of the Merger.
FOURTH: The principal office of the Merging Corporation in the State of Maryland is located in Anne Arundel County, Maryland. The Merging Corporation does not own an interest in real property in any county in the State of Maryland.

FIFTH: The principal office of the Surviving Corporation in the State of Maryland is located in Anne Arundel County, Maryland.

SIXTH: The terms and conditions of the Merger described in these Articles of Merger were advised, authorized and approved by each of the Merging Corporation and the Surviving Corporation in the manner and by the vote required by its charter and the laws of the State of Maryland. The manner of approval by the Merging Corporation and the Surviving Corporation of the Merger was as follows:

(a) The board of directors of the Merging Corporation, on November 15, 2018, adopted, by unanimous written consent, resolutions declaring that the Merger is advisable and directing that the Merger be submitted for consideration at a special meeting of the stockholders of the Merging Corporation.

(b) The Merger was approved by Parent, in its capacity as the sole stockholder of the Merging Corporation, by unanimous written consent on November 15, 2018.

(c) The board of directors of the Surviving Corporation, on November 16, 2018, adopted, by unanimous written consent, resolutions declaring that the Merger is advisable and directing that the Merger be submitted for consideration at a special meeting of the stockholders of the Surviving Corporation.

(d) The Merger was approved by the stockholders of the Surviving Corporation on November 19, 2018 by unanimous written consent in accordance with the charter of the Surviving Corporation and Laws of the State of Maryland.

SEVENTH: The total number of shares of all classes of stock that the Merging Corporation has authority to issue is 100 shares, all of which are designated as common stock, without par value (each, a “Merging Corporation Common Share”).

EIGHTH: The total number of shares of all classes of stock that the Surviving Corporation has authority to issue is 1,000,000 shares, all of which are designated as common stock, par value $0.01 per share (each, a “Surviving Corporation Common Share”). The aggregate par value of all classes of stock that the Surviving Corporation has authority to issue is $10,000.00.

NINTH: The Merger shall become effective at the time that these Articles of Merger are accepted for record by the State Department of Assessments and Taxation of Maryland (the “Effective Time”).

TENTH: Upon the Effective Time, pursuant to the terms of the Merger Agreement, the Merging Corporation shall be merged with and into the Surviving Corporation with the Surviving Corporation surviving the Merger, and, thereupon, the Surviving Corporation shall possess any and all purposes and powers of the Merging Corporation and all leases, licenses, property, rights, privileges and powers of whatever nature and description of the Merging
Corporation shall be transferred to, vested in, and devolved upon the Surviving Corporation, without further act or deed, and all the debts, liabilities, duties and obligations of the Merging Corporation will become the debts, liabilities, duties and obligations of the Surviving Corporation. Except as otherwise specifically provided for in these Articles of Merger, consummation of the Merger at the Effective Time shall have the effects set forth in Section 3-114 of the Maryland General Corporation Law.

ELEVENTH: At the Effective Time, as more fully described in the Merger Agreement, by virtue of the Merger and without any action on the part of the Merging Corporation or the Surviving Corporation:

(a) Each Surviving Corporation Common Share held in treasury by the Surviving Corporation and each Surviving Corporation Common Share owned or held, directly or indirectly, by the Surviving Corporation or its subsidiaries, or Parent, the Merging Corporation or their respective subsidiaries, in each case, immediately prior to the Effective Time, shall be automatically cancelled without any conversion thereof and shall cease to exist and no payment of cash or any other distribution shall be made with respect thereto (collectively, the “Cancelled Shares”).

(b) Each Surviving Corporation Common Share issued and outstanding immediately prior to the Effective Time (other than the Cancelled Shares) shall be converted into the right to receive the Common Stock Per Share Merger Consideration (as defined in the Merger Agreement).

(c) Each Merging Corporation Common Share issued and outstanding immediately prior to the Effective Time shall be converted into and become one (1) Surviving Corporation Common Share with the same rights, powers and privileges as the shares so converted and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

TWELFTH: Each undersigned officer acknowledges these Articles of Merger to be the act and deed of the respective entity on whose behalf that officer has signed, and further, as to all matters or facts set forth herein that are required to be verified under oath, each officer acknowledges that to the best of that officer’s knowledge, information and belief, these matters and facts relating to the entity on whose behalf that officer has signed are true in all material respects and that this statement is made under the penalties for perjury. These Articles of Merger may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]
IN WITNESS WHEREOF, these Articles of Merger are hereby executed, as of December 3, 2018, in the name of and on behalf of the Surviving Corporation by its Chief Executive Officer and attested by its President and in the name of and on behalf of the Merging Corporation by its Treasurer and attested by its Secretary.

ATTEST:

G2, INC.

By: 
Name: Paul D. Green 
Title: Chief Executive Officer

SLINGSHOT MERGER CORP.

By: 
Name: D.R. Wyatt 
Title: Treasurer

ATTEST:

By: 
Name: Tom Shelly 
Title: President

By: 
Name: Charles R. Monroe, Jr. 
Title: Secretary
IN WITNESS WHEREOF, these Articles of Merger are hereby executed, as of December 3, 2018, in the name of and on behalf of the Surviving Corporation by its Chief Executive Officer and attested by its President and in the name of and on behalf of the Merging Corporation by its Treasurer and attested by its Secretary.

ATTEST:  

By:  
Name: Tom Shelly  
Title: President  

ATTEST:  

By:  
Name: Charles R. Monroe, Jr.  
Title: Secretary  

G2, INC.  

By:  
Name: Paul D. Green  
Title: Chief Executive Officer  

SLINGSHOT MERGER CORP.  

By:  
Name: D.R. Wyatt  
Title: Treasurer
IN WITNESS WHEREOF, these Articles of Merger are hereby executed, as of December 3, 2018, in the name of and on behalf of the Surviving Corporation by its Chief Executive Officer and attested by its President and in the name of and on behalf of the Merging Corporation by its Treasurer and attested by its Secretary.

ATTEST:

By:
Name: Tom Shelly
Title: President

ATTEST:

By:
Name: Charles R. Monroe, Jr.
Title: Secretary

G2, INC.

By:
Name: Paul D. Green
Title: Chief Executive Officer

SLINGSHOT MERGER CORP.

By:
Name: D.R. Wyatt
Title: Treasurer
CORPORATE CHARTER APPROVAL SHEET

**KEEP WITH DOCUMENT**

DOCUMENT CODE 4 I BUSINESS CODE

Class Stock Nonstock

P.A. Religious

Merging/Cooling: B X

Ringer Corp

Date: 12/24/94

Surviving/Resumed: 62, Inc.

D-062 07252

[FEES PERMITTED]

Deed Fee:
Organ & Cap. Fee:
Expatriate Fee:
Priority:
State Records Tax:
State Transfer Tax:

Total:

[Credit Card] Charge \[\]

[Documents on] Checks

Approved By:

Keyed By:

COMMENTS

[Signature: 12/18/94]

[Signature: 12/18/94]
STATE OF MARYLAND  
Department of Assessments and Taxation

I, Michael L. Higgs, Director of the State Department of Assessments and Taxation, hereby certify that the attached document, consisting of 4 pages, inscribed with the same Authentication Code, is a true copy of the public record of the

ARTICLES OF AMENDMENT AND RESTATEMENT-CORPORATION

for

G2, INC.

(Department ID: D06207252)

I further certify that this document is a true copy generated from the online service with the State Department of Assessments and Taxation.

In witness whereof, I have hereunto subscribed my signature and affixed the seal of the State Department of Assessments and Taxation of Maryland at Baltimore on this March 23, 2020.

Michael L. Higgs
Director

301 West Preston Street, Baltimore, Maryland 21201
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2255 TT/Voice

Online Certificate Authentication Code: sQQSGp-3xZtHd2_uLw
To verify the Authentication Code, visit http://dtt.maryland.gov/verify.
CORPORATE CHARTER APPROVAL SHEET
**KEEP WITH DOCUMENT**

DOCUMENT CODE: 13  BUSINESS CODE: 03

ID # 86207252

NEW NAME

ATTENTION

COMMENTS:

Authentication Number: sQyHg-3eI3d3j7uf-w
ARTICLES OF AMENDMENT AND RESTATEMENT
OF
G2, INC
*****

D R Wyatt, Treasurer of G2, Inc, a Maryland corporation (the “Corporation”), hereby certifies under oath to the State Department of Assessments and Taxation of Maryland that

1. The Corporation desires to, and does hereby, amend and restate in its entirety the charter of the Corporation (the “Charter”), as currently in effect and as hereinafter amended.

2. The following provisions are all the provisions of the Charter currently in effect, as amended and restated herein.

3. The name of the Corporation is G2, Inc.

4. The amendment to and restatement of this Charter as set forth herein has been duly advised and approved by a majority of the Board of Directors, and was approved by the sole stockholder of the Corporation by unanimous written consent.

5. The principal office address of the Corporation is 300 Sentinel Drive, Annapolis Junction, Maryland 20701.

6. The address of its resident agent in the State of Maryland is The Corporation Trust Incorporated, 2405 York Road, Suite 201, Lutherville Timonium, Maryland 21093. The name of its resident agent at such address is The Corporation Trust Incorporated.

7. The nature of the business or purpose to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Maryland General Corporation Law.

8. The total number of shares of stock that the Corporation shall have authority to issue is 100 shares of common stock, each share shall have a par value of $0 per share.

9. The Corporation is to have perpetual existence.

Authentication Number: sSQ8Rg-iEa3blzDa uf-w
10 In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Corporation is expressly authorized to make, alter or repeal the bylaws of the Corporation.

11 The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The number of directors of the Corporation shall be three, which number may be increased by or decreased pursuant to the bylaws of the Corporation. The names of the current directors who shall act until their successors are duly chosen and qualified are Edgar A. Green III, Charles R Monroe, Jr, and D R Wyatt.

12 A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the Maryland General Corporation Law as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

13 The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in these Articles of Amendment and Restatement, and other provisions authorized by the laws of the State of Maryland at the time in force may be added or inserted, in the manner now or hereafter prescribed by law, and all rights, preferences, and privileges of any nature conferred upon stockholders, directors or any other persons by and pursuant to these Articles of Amendment and Restatement in its present form or as hereafter amended are granted subject to the rights reserved in this article.

14 The stockholders of the Corporation shall not be personally liable for the debts, liabilities or obligations of the Corporation.
IN WITNESS WHEREOF, these Articles of Amendment and Restatement are hereby executed, as of December 5, 2018, in the name of and on behalf of G2, Inc. by its Treasurer and attested by its Secretary.

ATTEST: G2, INC.

By: By:
Name: Charles R. Monroe, Jr. Name: D.R. Wyatt
Title: Secretary Title: Treasurer

I hereby consent to my designation in this document as resident agent for the Corporation.

THE CORPORATION TRUST INCORPORATED

By: 
Name: Judith Argao
Title: Vice President and Assistant Secretary
G2, Inc.  
(a Maryland corporation)  

BYLAWS  

ARTICLE I  
OFFICES  

Section 1.1 Registered Office. The registered office of the Corporation shall be fixed in the Articles of Incorporation of the Corporation.  

Section 1.2 Other Offices. The Corporation may also have offices in such other places within or without the State of Maryland as the Board of Directors may, from time to time, determine or as the business of the Corporation may require.  

ARTICLE II  
MEETINGS OF STOCKHOLDERS  

Section 2.1 Annual Meetings. Meetings of stockholders may be held at such place, either within or without the State of Maryland, and at such time and date as the Board of Directors shall determine. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 2.3 of these Bylaws in accordance with Section 2-409 of the State of Maryland General Corporation Law (the “MGCL”). Stockholders may act by written consent to elect directors; provided, however, that if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could have been elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.  

Section 2.2 Special Meetings. Special meetings of stockholders, unless otherwise prescribed by statute, may be called by the Chairman of the Board of Directors, the President or by resolution of the Board of Directors. Notice of each special meeting shall be given in accordance with Section 2.4 of these Bylaws. Unless otherwise permitted by law, business transacted at any special meeting of stockholders shall be limited to the purpose stated in the notice.  

Section 2.3 Meetings by Remote Communications. Stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:  

(a) participate in a meeting of stockholders; and  

(b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication,
provided that

(i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 2.4 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice or electronic transmission, in the manner provided in Section 2-504 of the MGCL, of notice of the meeting, which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining the stockholders entitled to notice of the meeting and, in the case of a special meeting, the purposes for which the meeting is called, shall be mailed to or transmitted electronically to each stockholder of record entitled to vote thereat. Except as otherwise provided by law, the Articles of Incorporation or these bylaws, such notice shall be given not less than 10 days nor more than 60 days before the date of any such meeting as of the record date for determining the stockholders entitled to notice of the meeting. If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder’s address as it appears on the records of the Corporation.

Section 2.5 Quorum. Unless otherwise required by law or the Articles of Incorporation, the holders of a majority in voting power of the issued and outstanding stock entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. When a quorum is once present to organize a meeting, the quorum is not broken by the subsequent withdrawal of any stockholders. In the absence of a quorum, the stockholders so present may, by a majority in voting power thereof, adjourn the meeting from time to time in the manner provided in Section 2.10 of these Bylaws until a quorum shall attend. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any subsidiary of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.
Section 2.6  Voting. Unless otherwise provided in the Articles of Incorporation, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder. All elections of directors shall be determined by a plurality of the votes cast, and except as otherwise required by law, the Articles of Incorporation or these bylaws, all other matters shall be determined by a majority of the votes cast. Unless determined by the Chairman of the meeting to be advisable, the vote on any matter, including the election of directors, need not be by written ballot.

Section 2.7  Proxy Representation. Any stockholder may authorize another person or persons to act for him by proxy in all matters in which a stockholder is entitled to participate, whether by waiving notice of any meeting, voting or participating at a meeting, or expressing consent or dissent without a meeting. Every proxy must be signed by the stockholder or by his attorney-in-fact. No proxy shall be voted or acted upon after three years from its date, unless such proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date.

Section 2.8  Organization.

(a)  The Chairman of the Board of Directors, if one is elected, or, in his or her absence or disability, the President of the Corporation, shall preside at all meetings of the stockholders.

(b)  The Secretary of the Corporation shall act as Secretary at all meetings of the stockholders. In the absence or disability of the Secretary, the Chairman of the Board of Directors or the President shall appoint a person to act as Secretary at such meetings.

Section 2.9  Conduct of Meeting. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the person presiding over any meeting of stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions
on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 2.10 Adjournment. At any meeting of stockholders of the Corporation, whether or not a quorum is present, a majority in voting power of the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of the adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date for notice of such adjourned meeting.

Section 2.11 Consent of Stockholders in Lieu of Meeting.

(a) Unless otherwise restricted by the Articles of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock and shall be delivered to the Corporation by delivery to its registered office in Maryland, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation’s registered office shall be made by hand or by certified or registered mail, return receipt requested.

(b) Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the date the earliest dated consent is delivered to the Corporation, a written consent or consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner prescribed in the first paragraph of this Section 2.11. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of these Bylaws to the extent permitted by law. Any such consent shall be delivered in accordance with Section 2-505 of the MGCL.
(c) Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 2.12 List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, provided, however, that if the record date for determining the stockholders entitled to vote is less than 10 days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the 10th day before the meeting date. Such list shall be arranged in alphabetical order and shall show the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least 10 days prior to the meeting (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting or (b) during ordinary business hours at the principal place of business of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 2.12 or to vote in person or by proxy at any meeting of stockholders.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1 Powers. The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. The Board of Directors shall exercise all of the powers and duties conferred by law except as provided by the Articles of Incorporation or these Bylaws.

Section 3.2 Number and Term. The number of directors of the Corporation shall be determined from time to time by resolution of the Board of Directors. The Board of Directors shall be elected by the stockholders at their annual meeting, and each director shall be elected to serve for the term of one year or until his or her successor is elected and qualified or until his or her earlier death, resignation, disqualification or removal. Directors need not be stockholders.
Section 3.3  Resignations. Any director may resign at any time upon notice given in writing or by electronic transmission to the Board of Directors, the Chairman of the Board of Directors, the President or the Secretary. The resignation shall take effect at the time specified therein, and if no time is specified, at the time of its receipt by the Board of Directors, the Chairman of the Board of Directors, the President or Secretary, as the case may be. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.4  Removal. Any director or the entire Board of Directors may be removed either with or without cause at any time by the affirmative vote of the holders of a majority in voting power of the outstanding shares then entitled to vote for the election of directors at any annual or special meeting of the stockholders called for that purpose or by written consent as permitted by law.

Section 3.5  Newly Created Directorships and Vacancies. Unless otherwise provided by law or in the Articles of Incorporation, any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 3.6  Meetings.

(a) The initial directors shall hold their first meeting to organize the Corporation, elect officers and transact any other business that may properly come before the meeting.

(b) Regular meetings of the Board of Directors may be held at such places and times as shall be determined from time to time by written or electronic transmission of consent of a resolution of the directors.

(c) Special meetings of the Board of Directors shall be called by the President or by the Secretary on the written or electronic transmission of such request of any director and shall be held at such place as may be determined by the directors or as shall be stated in the notice of the meeting.

Section 3.7  Notice of Meetings. Except as provided by law, notice of regular meetings need not be given. Notice of the time and place of any special meeting shall be given to each director by the Secretary. Notice of each such meeting shall be given to each director, if by mail, addressed to such director at his or her residence or usual place of business and deposited in a United States post office at least two days before the day on which such meeting is to be held, or by telegraph, telecopy, cable or wireless addressed to such director or delivered personally or by telephone at least 24 hours before the time at which such meeting is to be held. The notice of any meeting need not specify the purpose thereof.
Section 3.8  **Quorum, Voting and Adjournment.** A majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place of such adjourned meeting are announced at the meeting so adjourned.

Section 3.9  **Committees.** The Board of Directors may, by resolution, designate one or more committees, each such committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the MGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any bylaw of the Corporation. All committees of the Board of Directors shall keep minutes of their meetings and shall report their proceedings to the Board of Directors when requested or required by the Board of Directors.

Section 3.10  **Action Without a Meeting.** Unless otherwise restricted by the Articles of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or any committee thereof, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed in the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form or shall be in electronic form if the minutes are maintained in electronic form.

Section 3.11  **Compensation.** The Board of Directors shall have the authority to fix the compensation of directors for their services, if any. In addition, as determined by the Board of Directors, directors may be reimbursed by the Corporation for their expenses, if any, in the performance of their duties as directors. A director may also serve the Corporation in other capacities and receive compensation therefor.

Section 3.12  **Remote Meeting.** Unless otherwise restricted by the Articles of Incorporation, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute the presence in person at such meeting.
ARTICLE IV
OFFICERS

Section 4.1 Number. The officers of the Corporation shall include a President and a Secretary, both of whom shall be elected by the Board of Directors and who shall hold office for a term of one year and until their successors are elected and qualified or until their earlier resignation or removal. In addition, the Board of Directors may elect a Chairman of the Board of Directors, one or more Vice Presidents, including an Executive Vice President, a Treasurer and one or more Assistant Treasurers and one or more Assistant Secretaries, who shall hold their office for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The initial officers shall be elected at the first meeting of the Board of Directors and, thereafter, at the annual organizational meeting of the Board of Directors. Any number of offices may be held by the same person.

Section 4.2 Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board of Directors.

Section 4.3 Chairman. The Chairman of the Board of Directors shall be a member of the Board of Directors and shall preside at all meetings of the Board of Directors and of the stockholders. In addition, the Chairman of the Board of Directors shall have such powers and perform such other duties as from time to time may be assigned to him or her by the Board of Directors.

Section 4.4 President. The President shall be the Chief Executive Officer of the Corporation. He or she shall exercise such duties as customarily pertain to the office of President and Chief Executive Officer, and shall have general and active management of the property, business and affairs of the Corporation, subject to the supervision and control of the Board of Directors. He or she shall perform such other duties as prescribed from time to time by the Board of Directors or these Bylaws. In the absence, disability or refusal of the Chairman of the Board of Directors to act, or the vacancy of such office, the President shall preside at all meetings of the stockholders and of the Board of Directors. Except as the Board of Directors shall otherwise authorize, the President shall execute bonds, mortgages and other contracts on behalf of the Corporation, and shall cause the seal to be affixed to any instrument requiring it and, when so affixed, the seal shall be attested by the signature of the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer.

Section 4.5 Vice Presidents. Each Vice President, if any are elected, of whom one or more may be designated an Executive Vice President, shall have such powers and shall perform such duties as shall be assigned to him or her by the President or the Board of Directors.
Section 4.6 Treasurer. The Treasurer shall have the general care and custody of the funds and securities of the Corporation, and shall deposit all such funds in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors. He or she shall receive, and give receipts for, moneys due and payable to the Corporation from any source whatsoever. He or she shall exercise general supervision over expenditures and disbursements made by officers, agents and employees of the Corporation and the preparation of such records and reports in connection therewith as may be necessary or desirable. He or she shall, in general, perform all other duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board of Directors.

Section 4.7 Secretary. The Secretary shall be the Chief Administrative Officer of the Corporation and shall: (a) cause minutes of all meetings of the stockholders and directors to be recorded and kept; (b) cause all notices required by these Bylaws or otherwise to be given properly; (c) see that the minute books, stock books, and other nonfinancial books, records and papers of the Corporation are kept properly; and (d) cause all reports, statements, returns, certificates and other documents to be prepared and filed when and as required. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the Board of Directors.

Section 4.8 Assistant Treasurers and Assistant Secretaries. Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Board of Directors shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such powers and shall perform such duties as shall be assigned to them by the Board of Directors.

Section 4.9 Corporate Funds and Checks. The funds of the Corporation shall be kept in such depositories as shall from time to time be prescribed by the Board of Directors. All checks or other orders for the payment of money shall be signed by the President or the Treasurer or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board of Directors.

Section 4.10 Contracts and Other Documents. The President or the Treasurer, or such other officer or officers as may from time to time be authorized by the Board of Directors or any other committee given specific authority by the Board of Directors during the intervals between the meetings of the Board of Directors, shall have power to sign and execute on behalf of the Corporation deeds, conveyances and contracts, and any and all other documents requiring execution by the Corporation.

Section 4.11 Compensation. The compensation of the officers of the Corporation, if any, shall be fixed from time to time by the Board of Directors (subject to any employment agreements that may then be in effect between the Corporation and the relevant officer). None of such officers shall be prevented from receiving such compensation by reason of the fact that he or she is also a director of the Corporation.
Section 4.12  Ownership of Stock of Another Corporation. Unless otherwise directed by the Board of Directors, the President or the Treasurer, or such other officer or agent as shall be authorized by the Board of Directors, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of stockholders of any corporation in which the Corporation holds stock and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such stock at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

Section 4.13  Delegation of Duties. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board of Directors may delegate to another officer such powers or duties.

Section 4.14  Resignation and Removal. Any officer may resign at any time in the same manner prescribed under Section 3.3 of these Bylaws. Any officer of the Corporation may be removed from office for or without cause at any time by the Board of Directors.

Section 4.15  Vacancies. The Board of Directors shall have power to fill vacancies occurring in any office.

ARTICLE V

STOCK

Section 5.1  Certificates of Stock. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation certifying the number of shares owned by such holder in the Corporation. Any or all of the signatures on the certificate may be a facsimile. The Board of Directors shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

Section 5.2  Transfer of Shares. Shares of stock of the Corporation shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender and delivery to the Corporation of the certificate representing such shares and a duly executed instrument authorizing transfer of
such shares, if certificated, or delivery of a duly executed instrument authorizing transfer of such shares, if uncertificated, to the person in charge of the stock and transfer books and ledgers. If certificated, such certificates shall be cancelled and new certificates shall thereupon be issued. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Board of Directors shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

Section 5.3 Lost, Stolen, Destroyed or Mutilated Certificates. A new certificate of stock may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Board of Directors may, in its discretion, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Board of Directors may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith. A new certificate of stock may be issued in the place of any certificate previously issued by the Corporation that has become mutilated without the posting by the owner of any bond upon the surrender by such owner of such mutilated certificate.

Section 5.4 List of Stockholders Entitled To Vote. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list required by Section 2-209 of the MGCL or to vote in person or by proxy at any meeting of stockholders.

Section 5.5 Dividends. Subject to the provisions of the Articles of Incorporation, the Board of Directors may at any regular or special meeting, declare dividends upon the stock of the Corporation either (a) out of its surplus, as defined in and computed in accordance with Section 2-309 of the MGCL, or (b) in case there shall be no such surplus, out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. Before the declaration of any dividend, the Board of Directors may set apart, out of any funds of the Corporation available for dividends, such sum or sums as from time to time in its discretion may be deemed proper for working capital or as a reserve fund to meet contingencies or for such other purposes as shall be deemed conducive to the interests of the Corporation.

Section 5.6 Fixing Date for Determination of Stockholders of Record.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than 60 nor less than 10 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting.
unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which shall not be more than 60 days prior to such other action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5.7 Registered Stockholders. Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock with a request to record the transfer of such share or shares, the Corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner. Except as otherwise required by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.
ARTICLE VI
INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 6.1 Right to Indemnification.

(a) Each person who was or is a party or is threatened to be made a party to, or was or is otherwise involved in, any action, suit, arbitration, alternative dispute mechanism, inquiry, judicial, administrative or legislative hearing, investigation or any other threatened, pending or completed proceeding, whether brought by or in the right of the Corporation or otherwise, including any and all appeals, whether of a civil, criminal, administrative, legislative, investigative or other nature (hereinafter a “proceeding”), by reason of the fact that he or she is or was a director or an officer of the Corporation or while a director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnitee”), or by reason of anything done or not done by him or her in any such capacity, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the MGCL, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement by or on behalf of the indemnitee) actually and reasonably incurred by such indemnitee in connection therewith; provided, however, that, except as otherwise required by law or provided in Section 6.3 with respect to proceedings to enforce rights under this Article VI, the Corporation shall indemnify any such indemnitee in connection with a proceeding, or part thereof, initiated by such indemnitee (including claims and counterclaims, whether such counterclaims are asserted by (i) such indemnitee, or (ii) the Corporation in a proceeding initiated by such indemnitee) only if such proceeding, or part thereof, was authorized or ratified by the Board of Directors.

(b) To receive indemnification under this Section 6.1, an indemnitee shall submit a written request to the Secretary of the Corporation. Such request shall include documentation or information that is necessary to determine the entitlement of the indemnitee to indemnification and that is reasonably available to the indemnitee. Upon receipt by the Secretary of the Corporation of such a written request, the entitlement of the indemnitee to indemnification shall be determined by the following person or persons who shall be empowered to make such determination: (i) the Board of Directors by a majority vote of the directors who are not parties to such proceeding, whether or not such majority constitutes a quorum, (ii) a committee of such directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum, (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the indemnitee, (iv) the stockholders of the Corporation or (v) in the event that a change of control (as defined below) has occurred, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the indemnitee. The determination of entitlement to indemnification shall be made and, unless a contrary determination is made, such indemnification shall be paid in full by the Corporation not later than 60 days after receipt by the Secretary of the Corporation of a written request for indemnification. For
purposes of this Section 6.1(b), a “change of control” will be deemed to have occurred if the individuals who, as of the effective date of these Bylaws, constitute the Board of Directors (the “incumbent board”) cease for any reason to constitute at least a majority of the Board of Directors; provided, however, that any individual becoming a director subsequent to such effective date whose election, or nomination for election by the stockholders of the Corporation, was approved by a vote of at least a majority of the directors then comprising the incumbent board shall be considered as though such individual were a member of the incumbent board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board of Directors.

Section 6.2 Right to Advancement of Expenses.

(a) In addition to the right to indemnification conferred in Section 6.1, an indemnitee shall, to the fullest extent not prohibited by law, also have the right to be paid by the Corporation the expenses (including attorneys' fees) incurred in defending any proceeding with respect to which indemnification is required under Section 6.1 in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that an advancement of expenses shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision of a court of competent jurisdiction from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Section 6.2 or otherwise.

(b) To receive an advancement of expenses under this Section 6.2, an indemnitee shall submit a written request to the Secretary of the Corporation. Such request shall reasonably evidence the expenses incurred by the indemnitee and shall include or be accompanied by the undertaking required by Section 6.2(a). Each such advancement of expenses shall be made within 20 days after the receipt by the Secretary of the Corporation of a written request for advancement of expenses.

Section 6.3 Right of Indemnitee to Bring Suit. In the event that a determination is made that the indemnitee is not entitled to indemnification or if payment is not timely made following a determination of entitlement to indemnification pursuant to Section 6.1(b) or if an advancement of expenses is not timely made under Section 6.2(b), the indemnitee may at any time thereafter bring suit against the Corporation in a court of competent jurisdiction in the State of Maryland seeking an adjudication of entitlement to such indemnification or advancement of expenses. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit to the fullest extent permitted by law. In any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that the indemnitee has not met any applicable standard of conduct for
The Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met any applicable standard of conduct for indemnification under law. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct under law, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VI or otherwise shall be on the Corporation.

Section 6.4 Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article VI shall not be exclusive of any other right which any person may have or hereafter acquire under any law, agreement, vote of stockholders or directors, provisions of the Articles of Incorporation or these Bylaws or otherwise.

Section 6.5 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the MGCL.

Section 6.6 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article VI with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Section 6.7 Nature of Rights. The rights conferred upon indemnitees in this Article VI shall be contract rights that shall vest at the time an individual becomes a director or officer of the Corporation and such rights shall continue as to an indemnitee who has ceased to be a director, officer or trustee and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VI that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, alteration or repeal.
Section 6.8 **Settlement of Claims.** The Corporation shall not be liable to indemnify any indemnitee under this Article VI for any amounts paid in settlement of any proceeding effected without the Corporation’s written consent, which consent shall not be unreasonably withheld, or for any judicial award if the Corporation was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such proceeding.

Section 6.9 **Subrogation.** In the event of payment under this Article VI, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Corporation effectively to bring suit to enforce such rights.

Section 6.10 **Severability.** If any provision or provisions of this Article VI shall be held to be invalid, illegal or unenforceable for any reason whatsoever, (a) the validity, legality and enforceability of the remaining provisions of this Article VI (including, without limitation, all portions of any paragraph of this Article VI containing any such provision held to be invalid, illegal or unenforceable, that are not by themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the provisions of this Article VI (including, without limitation, all portions of any paragraph of this Article VI containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent of the parties that the Corporation provide protection to the indemnitee to the fullest enforceable extent.

**ARTICLE VII**

**MISCELLANEOUS**

Section 7.1 **Amendments.** These Bylaws may be altered, amended or repealed, and new Bylaws made, by the Board of Directors, but the stockholders may make additional Bylaws and may alter and repeal any Bylaws whether adopted by them or otherwise.

Section 7.2 **Electronic Transmission.** For purposes of these Bylaws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 7.3 **Corporate Seal.** The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.
Section 7.4 **Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of January of each year and end on the last day of December of the same year, or such other 12 consecutive months as the Board of Directors may designate.

Section 7.5 **Waiver of Notice.** A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting shall constitute waiver of notice except attendance for the sole purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 7.6 **Section Headings.** Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 7.7 **Inconsistent Provisions; Changes in Maryland Law.** If any provision of these Bylaws is or becomes inconsistent with any provision of the Articles of Incorporation, the MGCL or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect. If any of the provisions of the MGCL referred to above are modified or superseded, the references to those provisions is to be interpreted to refer to the provisions as so modified or superseded.

Date of Adoption: February 25, 2019
Exhibit 3.17

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF AMENDMENT
CHANGING THE NAME OF A VIRGINIA STOCK CORPORATION
By Unanimous Consent of the Shareholders

The undersigned, on behalf of the corporation set forth below, pursuant to § 13.1-710 of the Code of Virginia, states as follows:

1. The current name of the corporation is
Newport News Energy Company

2. The name of the corporation is changed to
HII Energy Inc.
The effective date of this filing shall be July 2, 2018.

3. The foregoing amendment was adopted by unanimous consent of the shareholders on
May 15, 2018
(date)

Executed in the name of the corporation by:

Charles R. Monroe, Jr.
06/26/2018
(signature)
Secretary
(printed name)
757-688-6802
(telephone number (optional))
701099
(corporation’s SCC corporate ID no.)

(PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public viewing.)

SEE INSTRUCTIONS ON THE REVERSE
The State Corporation Commission has found the accompanying articles submitted on behalf of HII Energy Inc. (formerly Newport News Energy Company) to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this CERTIFICATE OF AMENDMENT be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective July 2, 2018. The corporation is granted the authority conferred on it by law in accordance with the article, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

Mark C. Christie
Commissioner
I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of amendment filed in the Clerk’s Office of the Commission on June 28, 2018 by Hill Energy Inc. effective as of July 2, 2018.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:

June 29, 2018

Joel H. peck, Clerk of the Commission
STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: AMSEC LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

   FIRST: The name of the limited liability company is HII Fleet Support Group LLC.

3. The amendment will be effective July 1, 2018.

   IN WITNESS WHEREOF, the undersigned have executed this Certificate on the __24th__ day of ___May___, A.D. 2018__.

   By: ____________________________
   Authorized Person(s)

   Name: Charles R. Monroe, Jr.
   ____________________________
   Print or Type
RE: HII Mechanical Inc.
ID: 0105506 - 0
DCN: 18-06-27-1205

Dear Customer:

This is your receipt for $25.00 to cover the fee(s) for filing articles of amendment for a corporation with this office.

The effective date of the amendment is July 2, 2018.

Note: Prior to the effective date of this filing, the name of the above-referenced corporation was NEWPORT NEWS INDUSTRIAL CORPORATION.

This is also your receipt for $100.00 to cover the fee(s) for expedited service(s).

Thank you for contacting our office. If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission
The State Corporation Commission has found the accompanying articles submitted on behalf of HII Mechanical Inc. (formerly NEWPORT NEWS INDUSTRIAL CORPORATION) to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this CERTIFICATE OF AMENDMENT be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective July 2, 2018.

The corporation is granted the authority conferred on it by law in accordance with the article, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

Mark C. Christie
Commissioner


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDER TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

3132265 8100
SR# 20185034501
Authentication: 202880726
Date: 06-14-18
You may verify this certificate online at corp.delaware.gov/authver.shtml
The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of Camber Government Solutions Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts and approves an amendment to the Corporation’s Certificate of Incorporation to replace in its entirety Article I thereof so that, as amended, such Article shall be read as follows:

ARTICLE I: The name of the corporation is: HII Mission Driven Innovative Government Solutions Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That said amendment be effective July 1, 2018.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 7th day of June 2018.

By: ________________________________
    Authorized Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:30 PM 06/07/2018
FILED 04:30 PM 06/07/2018
SR 20185034501 - File Number 3132265

Title: Secretary
Name: Charles R. Monroe, Jr.
CERTIFICATE OF INCORPORATION
OF
CAMBER HOLDING CORPORATION

1. The name of the corporation is Camber Holding Corporation.

2. The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington 19808, Country of New Castle. The name of its registered agent at such address is Corporation Service Company.

3. The nature of the business or purposes to be conducted or promoted is:

   To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of common stock which the corporation shall have authority to issue is twenty million (20,000,000), and the par value of each of such shares is One Cent ($0.01), amounting in the aggregate to Two Hundred Thousand Dollars ($200,000.00).

5. The name and mailing address of the corporation’s sole incorporator is Amy Hsu, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004-1980.

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

   To make, alter or repeal the bylaws of the corporation.

   To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.
To set apart out of any the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By a majority of the whole board, to designate one or more committees, each committee to consist of one of more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The bylaws may provide that in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such agent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, or in the bylaws of the corporation, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease, or exchange of all or substantially all of the corporation’s property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the bylaws of the corporation; and, unless the resolution or bylaws expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

When and as authorized by the stockholders in accordance with statute, to sell, lease or exchange all or substantially all of the property and assets of the corporation, including
its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property, including shares of stock in, and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

8. Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement to any reorganization of this corporation as consequences of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of this corporation, as the case may be, and also on this corporation.

9. Meetings of the stockholders may be held within or without the State of Delaware, as the bylaws may provide. The books of the corporation may be kept (subject to any
provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the bylaws of the corporation. Elections of directors need not be by written ballot unless the bylaws of the corporation shall so provide.

10. The corporation reserves the right to amend, alter, change, or repeal any provision contained in this certificate of incorporation, in the manner now or hereinafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

THE UNDERSIGNED, being the sole incorporator named hereinbefore, for the purposes of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is her act and deed and the facts herein stated are true, and, accordingly, has hereunto set her hand this 5th day of February, 2016.

/s/ Amy Hsu
Amy Hsu


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARD TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State
The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

**FIRST:** That at a meeting of the Board of Directors of

Camber Holding Corporation

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board hereby adopts and approves an amendment to the Corporation’s Certificate of Incorporation to replace in its entirely Article I thereof so that, as amended, such Article shall be and read as follows:

**ARTICLE I:** The name of the corporation is: HII Mission driven Innovative Solutions Holding Company

**SECOND:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment

**THIRD:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

**FOURTH:** That said amendment be effective July 1, 2018.

**IN WITNESS WHEREOF,** said corporation has caused this certificate to be signed this 7th day of June 2018.

By: ____________________________

Authorized officer

Title: Secretary

Name: Charles R. Monroe, Jr.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

2058433 8100
SR# 20185034500
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202880715
Date: 06-14-18
The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of

Camber Corporation

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts and approves an amendment to the Corporation’s Certificate of Incorporation to replace in its entirety Article I thereof so that, as amended, such Article shall be and read as follows:

ARTICLE I: The name of the corporation is: HII Mission Driven Innovative Solutions Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That said amendment be effective July 1, 2018.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 7th day of June 2018.

By:  
Authorized Officer

Title:  Secretary
Name:  Charles R. Monroe, Jr.
STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company’s (LLC) Certificate of Formation under Section 10A-5A-2.02 of the Code of Alabama 1975, this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC’s Certificate of Formation was recorded. Contact the Judge of Probate’s Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of state for the state filing fee of $50.00 for standard processing or $150.00 for expedited processing and the Judge of Probate’s Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State’s Office has indexed the filing, the information will appear at -www.sos.alabama.gov- under the Records tab, Record Searches, and the Business Entity Records link – you may search by entity name or number. Your notification of filing was provided by the Probate Judge’s Office via a stamped copy which is evidence of filing according to 10A-1-4.04. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation:
   Camber Technical Services, L.L.C.

2. The date the Certificate of Formation was filed in the county: 04 / 26 / 2004 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 699 - 814 INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Records tab, Record Searches, and click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

This form was prepared by: (type name and full address)

Kathy S. Owen
Huntington Ingalls
4101 Washington Ave. 909-7
Newport News, VA 23607

DLLC Amendment - 1/2014 page 1 of 2
4. The titles, dates, and places of filing of any previous Amendments: See attached listing


Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent’s signature is required agreeing to accept responsibility). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 05/25/2018 (format MM/DD/YYYY):

Amend certificate to replace in its entirety Article I thereof so that, as amended, such Article shall be and read as follows:

ARTICLE I: The name of the limited liability company is HII Mission Driven Innovative Technical Services LLC

☐ Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the Code of Alabama of 1975 and the governing documents of this entity.

__________________________
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

Charles R. Monroe, Jr.
Typed Name of Above Signature

Secretary
Typed Title/Capacity to Sign under 10A-5A-2.04
Previously Amendments to Articles of Organization filed with the State of Alabama Secretary of State office:

1. April 26, 2004 – Articles of Organization of Alder, L.L.C.

2. April 13, 2009 – First Amendment to the Articles of Organization of Alder L.L.C. changing the name of the limited liability company to Camber Technical Services, L.L.C.

3. May 7, 2015 – Change of Registered Agent change the agent from Kelly Peevy at 670 Discovery Dr. Huntsville AL 35806 to CT Corporation at 2 North Jackson Street, Suite 605, Montgomery, AL 36104.
STATE OF ALABAMA

I, John H. Merrill, Secretary of State Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

HII Mission Driven Innovative Technical Services LLC

This name reservation is for the exclusive use of Kathy Owen, 4101 Washington Ave. Bldg 909-7, Newport News, VA 23607 for a period of one year beginning June 06, 2018 and expiring June 06, 2019

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

June 06, 2018

Date

John H. Merrill    Secretary of State
STATE OF ALABAMA
DOMESTIC LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company’s (LLC) Certificate of Formation under Section 10A-5A-2.02 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC’s Certificate of Formation was recorded. Contact the Judge of Probate’s Office to determine the county filing fee. Make a separate check or money order payable to the Secretary of State for the state filing fee of $50.00 for standard processing or $150.00 for expedited processing and the judge of Probate’s Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after filing is recorded. Once the secretary of State’s Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Records tab, Record Searches, and the Business Entity Records link – you may search by entity name or number. Your notification of filing was provided by the Probate Judge’s Office via a stamped copy which is evidence of filing according to 10A-1-4.04. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation:
   Camber Technical Services, L.L.C.

2. The date the Certificate of Formation was filed in the county: 04/26/2004 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 699-814
   INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Records tab, Record Searches, click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

This form was prepared by: (type name and full address)
Kathy S. Owen
Huntington Ingalls
4101 Washington Ave. 909-7
Newport News, VA 23607

For County Probate Office Use Only

For SOS Use Only
DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: See attached listing

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Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of Secretary of State (the new agent’s signature is required agreeing to accept responsibility). You may file the information as an Amendment also, but the change form must be on file with Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 05/25/2018 (format MM/DD/YYYY):

Amend certificate to replace in its entirely Article I thereof so that as amended such Article shall be and read as follows:

ARTICLE I: The name of limited liability company is HII Mission Driven Innovative Technical Services LLC

☐ Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the Code of Alabama of 1975 and the governing documents of this entity.

06/07/2018
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04
Charles R. Monroe, Jr
Typed Name of Above Signature
Secretary
Typed Title/Capacity to Sign under 10A-5A-2.04

DLLC Amendment - 1/2014
Page 2 of 2
Previously Amendments to Article of Organization filed with the State of Alabama Secretary of State office:

1. April 26, 2004 – Articles of Organization of Alder, L.L.C.

2. April 13, 2009 – Frist Amendment to the Articles of Organization of Alder L.L.C. changing the name of the limited liability company to Camber Technical Services, L.L.C.

3. May 7, 2015 – Change of Registered Agent change the agent from Kelly Peevy at 670 Discovery Dr. Huntsville AL 35806 to CT Corporation at 2 North Jackson Street, Suite 605, Montgomery, AL 36104.
STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

HII Mission Driven Innovative Technical Services LLC

This name reservation is for the exclusive use of Kathy Owen, 4101 Washington Ave. Bldg 909-7, Newport News, VA 23607 for a period of one year beginning June 06, 2018 and expiring June 06, 2019

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

June 06, 2018

Date

RES800598

John H. Merrill Secretary of State
Received From:
CT CORPORATION SYSTEM
2 N JACKSON STREET
STE 605
MONTGOMERY, AL 36104

Index Type: Land Record

Type of Document: Amend Articles Of Organization

Instrument #: 2018-00037610

Recording Pages: 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Probate Judge office for MADISON County, Alabama

On (Recorded Date): 06/14/2018

At (Recorded Time): 10:26:00AM

PROBATE JUDGE
TOMMY RAGLAND
Madison County
I certify that this is a true copy of the attached document that was filed for registry and Recorded 06/14/2018 at 10:26:00 am
File Number 2018-00037610
Recorded in Book Page

Judge of Probate

Return To:
CT CORPORATION SYSTEM
2 N JACKSON STREET
STE 605
MONTGOMERY, AL 36104

Do not Detach this Recording Page from Original Document
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "STOLLER NEWPORT NEWS NUCLEAR, INC.", CHANGING ITS NAME FROM "STOLLER NEWPORT NEWS NUCLEAR, INC." TO "HII NUCLEAR INC.", FILED IN THIS OFFICE ON THE SEVENTH DAY OF JUNE, A.D. 2018, AT 4:32 O’CLOCK P.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

______________________________
Jeffrey W. Bullock, Secretary of State
STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The Corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of

Stoller Newport News Nuclear, Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolutions setting forth the proposed amendment are as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts and approves an amendment to the Certificate to replace in its entirety Article I thereof so that, as amended, such Article shall be and read as follows:

ARTICLE I: The name of the corporation (herein called the “Corporation”) is HII Nuclear Inc.

and

BE IT FURTHER RESOLVED, that the Board hereby adopts and approves an amendment to the Certificate to replace in its entirety Article IV.A thereof so that, as amended, such Article shall be and read as follows:

ARTICLE IV.A: The Corporation is authorized to issue ONE HUNDRED (100) shares of Common Stock, $0.10 par value per share.

Immediately upon the effective time of the amendment to this Article IV.A (the “Effective Time”), all of the shares of Common Stock (the “Old Common Stock”) issued and outstanding immediately prior to the Effective Time shall be automatically, and without any action by the holder thereof or the Corporation, reclassified as and converted into, in the aggregate, 100 shares of Common Stock as authorized by this Article IV.A (the “Reclassification”). The Reclassification shall be deemed to occur at the Effective Time, regardless of when any certificate previously representing shares of Old Common Stock (if such shares are held in certificated form) may be physically surrendered to the Corporation in exchange for a certificate representing shares of Common Stock. Each certificate outstanding immediately prior to the Effective Time representing shares of Old Common Stock shall, until surrendered to the Corporation in exchange for a certificate representing the applicable number of shares of
Common Stock, automatically represent from and after the Effective Time the applicable number of shares of Common Stock. All shares of Common Stock outstanding after the Reclassification shall be duly and validly issued, fully paid and nonassessable.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That said amendment be effective July 1, 2018.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 7th day of June 2018.

By: ____________________________
   Authorized Officer
Title: Secretary
Name: Charles R. Monroe, Jr.
Certificate of Amendment
of
Articles of Incorporation

The undersigned certify that:

1. They are the **president** and the **secretary**, respectively, of CONTINENTAL MARITIME OF SAN DIEGO, INC., a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

   The name of the corporation (herein called the "**Corporation**") is HII San Diego Shipyard Inc.

3. Article IV of the Articles of Incorporation of this corporation is amended to read as follows:

   ARTICLE IV: The Corporation is authorized to issue only one class of shares of stock, which shall be common stock ("Common Stock"); the total number of shares which the Corporation is authorized to issue is **ONE HUNDRED** (100).

      Immediately upon the effective time of the amendment to this Article IV (the "Effective Time"), each of the 100,000 shares of Common Stock (the "Old Common Stock") issued and outstanding immediately prior to the Effective Time, all of which are held by the sole shareholder of the Corporation, shall be automatically, and without any action by the sole shareholder of the Corporation or the Corporation, reclassified as and converted into, 0.001 shares of Common Stock as authorized by this Article IV (the "Reclassification"), such that, following the Reclassification, 100 shares of Common Stock shall be issued and outstanding, all of which will be held by the sole shareholder of the Corporation. The Reclassification shall be deemed to occur at the Effective Time, regardless of when any certificate previously representing shares of Old Common Stock (if such shares are held in certificated form) may be physically surrendered to the Corporation in exchange for a certificate representing shares of Common Stock. Each certificate outstanding immediately prior to the Effective Time representing shares of Old Common Stock shall, until surrendered to the Corporation in exchange for a certificate representing the applicable number of shares of Common Stock, automatically represent from and after the Effective Time the applicable number of shares of Common Stock. All shares of Common Stock outstanding after the Reclassification shall be duly and validly issued, fully paid and nonassessable.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

5. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 100,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.
Please file immediately with a future effective date of July 1, 2018.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: June 11, 2018

Bradley J. Mason, President

Charles R. Monroe, Jr., Secretary
I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State’s office.

Date: JUL 09 2018

ALEX PADILLA, Secretary of State


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

You may verify this certificate online at corp.delaware.gov/authver.shtml
STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of

Undersea Solutions Corporation

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered “I” so that, as amended, said Article shall be and read as follows:

   ARTICLE I: The name of the corporation is: HII Unmanned Maritime Systems Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That said amendment be effective July 1, 2018.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 24th day of May 2018.

By: ____________________
   Authorized Officer

   Title: Secretary

   Name: Charles R. Monroe, Jr.
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF “HYDROID, INC.” AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE SEVENTH DAY OF DECEMBER, A.D. 2007, AT 2:36 O’CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, “HYDROID, INC.”.

Jeffrey W. Bullock, Secretary of State

4470338  8100H
SR# 20202411603

Authentication: 202666889
Date: 03-27-20

You may verify this certificate online at corp.delaware.gov/authver.shtml
CERTIFICATE OF INCORPORATION
OF
HYDROID, INC.

FIRST: The name of the corporation (the “Corporation”) is Hydroid, Inc.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, Delaware, 19801, County of New Castle, and the name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of capital stock that the Corporation has the authority to issue shall be 100 shares of common stock, par value $.001 per share (“Common Stock”).

FIFTH: In furtherance of and not in limitation of powers conferred by statute, it is further provided that:

(a) Subject to the limitations and exceptions, if any, contained in the by-laws of the Corporation, such by-laws may be adopted, amended or repealed by the board of directors of the Corporation; and

(b) Elections of directors need not be by written ballot unless, and only to the extent, otherwise provided in the by-laws of the Corporation; and

(c) Subject to any applicable requirements of law, the books of the Corporation may be kept outside the State of Delaware at such location or locations as may be designated by the board of directors of the Corporation or in the by-laws of the Corporation; and

(d) Except as provided to the contrary in the provisions establishing a class of stock, the number of authorized shares of such class may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, voting as a single class.

SIXTH: The Corporation shall indemnify each person who at any time is, or shall have been, a director or officer of the Corporation and was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director,
officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement incurred in connection with any such action, suit or proceeding, to the maximum extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended; provided, however, that the foregoing shall not require the Corporation to indemnify or advance expenses to any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which any such director or officer may be entitled, under any by-law, agreement, vote of directors or stockholders or otherwise. No amendment to or repeal of the provisions of this Article SIXTH shall deprive a director or officer of the benefit hereof with respect to any act or failure to act occurring prior to such amendment or repeal. In furtherance of and not in limitation of the foregoing, the Corporation shall advance expenses, including attorneys’ fees, incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such advances if it shall be ultimately determined that he is not entitled to be indemnified by the Corporation.

SEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or creditors or stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware or on the application of any receiver or receivers appointed for this Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

EIGHTH: No director of the Corporation shall be personally liable to the Corporation or to any of its stockholders for monetary damages arising out of such director’s breach of fiduciary duty as a director of the Corporation, except to the extent that the elimination or limitation of such liability is not permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended. No amendment to or repeal of the provisions of this Article EIGHTH shall deprive any director of the Corporation of the benefit hereof with respect to any act or failure to act of such director occurring prior to such amendment or repeal.

- 2 -
NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the General Corporation Law of the State of Delaware and this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH: The name of the sole incorporator of the Corporation is William R. Kolb, Esq. The sole incorporator’s mailing address is Foley Hoag LLP, Seaport World Trade Center West, 155 Seaport Boulevard, Boston, Massachusetts 02210-2600.

IN WITNESS WHEREOF, I have hereunto set my hand as of December 7, 2007.

[Signature]

William R. Kolb, Sole Incorporator
Hydroid, Inc.
(a Delaware corporation)

BYLAWS

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office of the Corporation shall be fixed in the Certificate of Incorporation of the Corporation.

Section 1.2 Other Offices. The Corporation may also have offices in such other places within or without the State of Delaware as the Board of Directors may, from time to time, determine or as the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meetings. Meetings of stockholders may be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors shall determine. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 2.3 of these Bylaws in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware. Stockholders may act by written consent to elect directors; provided, however, that if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could have been elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

Section 2.2 Special Meetings. Special meetings of stockholders, unless otherwise prescribed by statute, may be called by the Chairman of the Board of Directors, the President or by resolution of the Board of Directors. Notice of each special meeting shall be given in accordance with Section 2.4 of these Bylaws. Unless otherwise permitted by law, business transacted at any special meeting of stockholders shall be limited to the purpose stated in the notice.

Section 2.3 Meetings by Remote Communications. Stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

(a) participate in a meeting of stockholders; and

(b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication,

provided that
(i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 2.4 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice or electronic transmission, in the manner provided in Section 232 of the General Corporation Law of the State of Delaware, of notice of the meeting, which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining the stockholders entitled to notice of the meeting and, in the case of a special meeting, the purposes for which the meeting is called, shall be mailed to or transmitted electronically to each stockholder of record entitled to vote thereat. Except as otherwise provided by law, the Certificate of Incorporation or these bylaws, such notice shall be given not less than 10 days nor more than 60 days before the date of any such meeting as of the record date for determining the stockholders entitled to vote thereat. If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder’s address as it appears on the records of the Corporation.

Section 2.5 Quorum. Unless otherwise required by law or the Certificate of Incorporation, the holders of a majority in voting power of the issued and outstanding stock entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. When a quorum is once present to organize a meeting, the quorum is not broken by the subsequent withdrawal of any stockholders. In the absence of a quorum, the stockholders so present may, by a majority in voting power thereof, adjourn the meeting from time to time in the manner provided in Section 2.10 of these Bylaws until a quorum shall attend. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any subsidiary of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.
Section 2.6 Voting. Unless otherwise provided in the Certificate of Incorporation, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder. All elections of directors shall be determined by a plurality of the votes cast, and except as otherwise required by law, the Certificate of Incorporation or these bylaws, all other matters shall be determined by a majority of the votes cast. Unless determined by the Chairman of the meeting to be advisable, the vote on any matter, including the election of directors, need not be by written ballot.

Section 2.7 Proxy Representation. Any stockholder may authorize another person or persons to act for him by proxy in all matters in which a stockholder is entitled to participate, whether by waiving notice of any meeting, voting or participating at a meeting, or expressing consent or dissent without a meeting. Every proxy must be signed by the stockholder or by his attorney-in-fact. No proxy shall be voted or acted upon after three years from its date, unless such proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date.

Section 2.8 Organization.

(a) The Chairman of the Board of Directors, if one is elected, or, in his or her absence or disability, the President of the Corporation, shall preside at all meetings of the stockholders.

(b) The Secretary of the Corporation shall act as Secretary at all meetings of the stockholders. In the absence or disability of the Secretary, the Chairman of the Board of Directors or the President shall appoint a person to act as Secretary at such meetings.

Section 2.9 Conduct of Meeting. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the person presiding over any meeting of stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions
on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by
participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct
of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting
and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly
brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding
over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 2.10 Adjournment. At any meeting of stockholders of the Corporation, whether or not a quorum is present, a majority in voting power of
the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time
without notice. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the
adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If
after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record
date for notice of such adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned
meeting as of the record date for notice of such adjourned meeting.

Section 2.11 Consent of Stockholders in Lieu of Meeting.

(a) Unless otherwise restricted by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of
stockholders of the Corporation, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a
meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of
outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all
shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its
principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are
recorded. Delivery made to the Corporation’s registered office shall be made by hand or by certified or registered mail, return receipt requested.

(b) Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be
effective to take the corporate action referred to therein unless, within 60 days of the date the earliest dated consent is delivered to the Corporation, a
written consent or consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner prescribed in the first
paragraph of this Section 2.11. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a
stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder,
shall be deemed to be written, signed and dated for the purposes of these Bylaws to the extent permitted by law. Any such consent shall be delivered in accordance with Section 228(d)(1) of the General Corporation Law of the State of Delaware. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing or electronic transmission and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the Corporation as provided by law.

(c) Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 2.12 List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, provided, however, that if the record date for determining the stockholders entitled to vote is less than 10 days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the 10th day before the meeting date. Such list shall be arranged in alphabetical order and shall show the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least 10 days prior to the meeting (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting or (b) during ordinary business hours at the principal place of business of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 2.12 or to vote in person or by proxy at any meeting of stockholders.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1 Powers. The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. The Board of Directors shall exercise all of the powers and duties conferred by law except as provided by the Certificate of Incorporation or these Bylaws.
Section 3.2 Number and Term. The number of directors of the Corporation shall be determined from time to time by resolution of the Board of Directors. The Board of Directors shall be elected by the stockholders at their annual meeting, and each director shall be elected to serve for the term of one year or until his or her successor is elected and qualified or until his or her earlier death, resignation, disqualification or removal. Directors need not be stockholders.

Section 3.3 Resignations. Any director may resign at any time upon notice given in writing or by electronic transmission to the Board of Directors, the Chairman of the Board of Directors, the President or the Secretary. The resignation shall take effect at the time specified therein, and if no time is specified, at the time of its receipt by the Board of Directors, the Chairman of the Board of Directors, the President or Secretary, as the case may be. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.4 Removal. Any director or the entire Board of Directors may be removed either with or without cause at any time by the affirmative vote of the holders of a majority in voting power of the outstanding shares then entitled to vote for the election of directors at any annual or special meeting of the stockholders called for that purpose or by written consent as permitted by law.

Section 3.5 Newly Created Directorships and Vacancies. Unless otherwise provided by law or in the Certificate of Incorporation, any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 3.6 Meetings.

(a) The initial directors shall hold their first meeting to organize the Corporation, elect officers and transact any other business that may properly come before the meeting.

(b) Regular meetings of the Board of Directors may be held at such places and times as shall be determined from time to time by written or electronic transmission of consent of a resolution of the directors.

(c) Special meetings of the Board of Directors shall be called by the President or by the Secretary on the written or electronic transmission of such request of any director and shall be held at such place as may be determined by the directors or as shall be stated in the notice of the meeting.

Section 3.7 Notice of Meetings. Except as provided by law, notice of regular meetings need not be given. Notice of the time and place of any special meeting shall be given to each director by the Secretary. Notice of each such meeting shall be given to each director, if by mail, addressed to such director at his or her residence or usual place of
business and deposited in a United States post office at least two days before the day on which such meeting is to be held, or by telegraph, telecopy, cable or wireless addressed to such director or delivered personally or by telephone at least 24 hours before the time at which such meeting is to be held. The notice of any meeting need not specify the purpose thereof.

Section 3.8 Quorum, Voting and Adjournment. A majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place of such adjourned meeting are announced at the meeting so adjourned.

Section 3.9 Committees. The Board of Directors may, by resolution, designate one or more committees, each such committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the General Corporation Law of the State of Delaware to be submitted to stockholders for approval or (b) adopting, amending or repealing any bylaw of the Corporation. All committees of the Board of Directors shall keep minutes of their meetings and shall report their proceedings to the Board of Directors when requested or required by the Board of Directors.

Section 3.10 Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or any committee thereof, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed in the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form or shall be in electronic form if the minutes are maintained in electronic form.

Section 3.11 Compensation. The Board of Directors shall have the authority to fix the compensation of directors for their services, if any. In addition, as determined by the Board of Directors, directors may be reimbursed by the Corporation for their expenses, if any, in the performance of their duties as directors. A director may also serve the Corporation in other capacities and receive compensation therefor.
Section 3.12 Remote Meeting. Unless otherwise restricted by the Certificate of Incorporation, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute the presence in person at such meeting.

ARTICLE IV
OFFICERS

Section 4.1 Number. The officers of the Corporation shall include a President and a Secretary, both of whom shall be elected by the Board of Directors and who shall hold office for a term of one year and until their successors are elected and qualified or until their earlier resignation or removal. In addition, the Board of Directors may elect a Chairman of the Board of Directors, one or more Vice Presidents, including an Executive Vice President, a Treasurer and one or more Assistant Treasurers and one or more Assistant Secretaries, who shall hold their office for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The initial officers shall be elected at the first meeting of the Board of Directors and, thereafter, at the annual organizational meeting of the Board of Directors. Any number of offices may be held by the same person.

Section 4.2 Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board of Directors.

Section 4.3 Chairman. The Chairman of the Board of Directors shall be a member of the Board of Directors and shall preside at all meetings of the Board of Directors and of the stockholders. In addition, the Chairman of the Board of Directors shall have such powers and perform such other duties as from time to time may be assigned to him or her by the Board of Directors.

Section 4.4 President. The President shall be the Chief Executive Officer of the Corporation. He or she shall exercise such duties as customarily pertain to the office of President and Chief Executive Officer, and shall have general and active management of the property, business and affairs of the Corporation, subject to the supervision and control of the Board of Directors. He or she shall perform such other duties as prescribed from time to time by the Board of Directors or these Bylaws. In the absence, disability or refusal of the Chairman of the Board of Directors to act, or the vacancy of such office, the President shall preside at all meetings of the stockholders and of the Board of Directors. Except as the Board of Directors shall otherwise authorize, the President shall execute bonds, mortgages and other contracts on behalf of the Corporation, and shall cause the seal to be affixed to any instrument requiring it and, when so affixed, the seal shall be attested by the signature of the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer.
Section 4.5 Vice Presidents. Each Vice President, if any are elected, of whom one or more may be designated an Executive Vice President, shall have such powers and shall perform such duties as shall be assigned to him or her by the President or the Board of Directors.

Section 4.6 Treasurer. The Treasurer shall have the general care and custody of the funds and securities of the Corporation, and shall deposit all such funds in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors. He or she shall receive, and give receipts for, moneys due and payable to the Corporation from any source whatsoever. He or she shall exercise general supervision over expenditures and disbursements made by officers, agents and employees of the Corporation and the preparation of such records and reports in connection therewith as may be necessary or desirable. He or she shall, in general, perform all other duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board of Directors.

Section 4.7 Secretary. The Secretary shall be the Chief Administrative Officer of the Corporation and shall: (a) cause minutes of all meetings of the stockholders and directors to be recorded and kept; (b) cause all notices required by these Bylaws or otherwise to be given properly; (c) see that the minute books, stock books, and other nonfinancial books, records and papers of the Corporation are kept properly; and (d) cause all reports, statements, returns, certificates and other documents to be prepared and filed when and as required. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the Board of Directors.

Section 4.8 Assistant Treasurers and Assistant Secretaries. Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Board of Directors shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such powers and shall perform such duties as shall be assigned to them by the Board of Directors.

Section 4.9 Corporate Funds and Checks. The funds of the Corporation shall be kept in such depositories as shall from time to time be prescribed by the Board of Directors. All checks or other orders for the payment of money shall be signed by the President or the Treasurer or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board of Directors.

Section 4.10 Contracts and Other Documents. The President or the Treasurer, or such other officer or officers as may from time to time be authorized by the Board of Directors or any other committee given specific authority by the Board of Directors during the intervals between the meetings of the Board of Directors, shall have power to sign and execute on behalf of the Corporation deeds, conveyances and contracts, and any and all other documents requiring execution by the Corporation.
Section 4.11 Compensation. The compensation of the officers of the Corporation, if any, shall be fixed from time to time by the Board of Directors (subject to any employment agreements that may then be in effect between the Corporation and the relevant officer). None of such officers shall be prevented from receiving such compensation by reason of the fact that he or she is also a director of the Corporation. Nothing contained herein shall preclude any officer from serving the Corporation, or any subsidiary, in any other capacity and receiving such compensation by reason of the fact that he or she is also a director of the Corporation.

Section 4.12 Ownership of Stock of Another Corporation. Unless otherwise directed by the Board of Directors, the President or the Treasurer, or such other officer or agent as shall be authorized by the Board of Directors, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of stockholders of any corporation in which the Corporation holds stock and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such stock at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

Section 4.13 Delegation of Duties. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board of Directors may delegate to another officer such powers or duties.

Section 4.14 Resignation and Removal. Any officer may resign at any time in the same manner prescribed under Section 3.3 of these Bylaws. Any officer of the Corporation may be removed from office for or without cause at any time by the Board of Directors.

Section 4.15 Vacancies. The Board of Directors shall have power to fill vacancies occurring in any office.

ARTICLE V
STOCK

Section 5.1 Certificates of Stock. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation certifying the number of shares owned by such holder in the Corporation. Any or all of the signatures on the certificate may be a facsimile. The Board of Directors shall have the power to appoint one or more
transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

Section 5.2 Transfer of Shares. Shares of stock of the Corporation shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender and delivery to the Corporation of the certificate representing such shares and a duly executed instrument authorizing transfer of such shares, if certificated, or delivery of a duly executed instrument authorizing transfer of such shares, if uncertificated, to the person in charge of the stock and transfer books and ledgers. If certificated, such certificates shall be cancelled and new certificates shall thereupon be issued. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Board of Directors shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

Section 5.3 Lost, Stolen, Destroyed or Mutilated Certificates. A new certificate of stock may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Board of Directors may, in its discretion, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Board of Directors may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith. A new certificate of stock may be issued in the place of any certificate previously issued by the Corporation that has become mutilated without the posting by the owner of any bond upon the surrender by such owner of such mutilated certificate.

Section 5.4 List of Stockholders Entitled To Vote. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list required by General Corporation Law of the State of Delaware § 219 or to vote in person or by proxy at any meeting of stockholders.

Section 5.5 Dividends. Subject to the provisions of the Certificate of Incorporation, the Board of Directors may at any regular or special meeting, declare dividends upon the stock of the Corporation either (a) out of its surplus, as defined in and computed in accordance with General Corporation Law of the State of Delaware § 154 and § 244 or (b) in case there shall be no such surplus, out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. Before the declaration of any dividend, the Board of Directors may set apart, out of any funds of the Corporation available for dividends, such sum or sums as from time to time in its discretion may be deemed proper for working capital or as a reserve fund to meet contingencies or for such other purposes as shall be deemed conducive to the interests of the Corporation.

Section 5.6 Fixing Date for Determination of Stockholders of Record.
(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than 60 nor less than 10 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which shall not be more than 60 days prior to such other action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5.7 Registered Stockholders. Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock with a request to record the transfer of such share or shares, the Corporation may treat the registered owner as the
person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner. Except as otherwise required by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

ARTICLE VI
INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 6.1 Right to Indemnification.

(a) Each person who was or is a party or is threatened to be made a party to, or was or is otherwise involved in, any action, suit, arbitration, alternative dispute mechanism, inquiry, judicial, administrative or legislative hearing, investigation or any other threatened, pending or completed proceeding, whether brought by or in the right of the Corporation or otherwise, including any and all appeals, whether of a civil, criminal, administrative, legislative, investigative or other nature (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or while a director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnitee”), or by reason of anything done or not done by him or her in any such capacity, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement by or on behalf of the indemnitee) actually and reasonably incurred by such indemnitee in connection therewith; provided, however, that, except as otherwise required by law or provided in Section 6.3 with respect to proceedings to enforce rights under this Article VI, the Corporation shall indemnify any such indemnitee in connection with a proceeding, or part thereof, initiated by such indemnitee (including claims and counterclaims, whether such counterclaims are asserted by (i) such indemnitee, or (ii) the Corporation in a proceeding initiated by such indemnitee) only if such proceeding, or part thereof, was authorized or ratified by the Board of Directors.

(b) To receive indemnification under this Section 6.1, an indemnitee shall submit a written request to the Secretary of the Corporation. Such request shall include documentation or information that is necessary to determine the entitlement of the indemnitee to indemnification and that is reasonably available to the indemnitee. Upon receipt by the Secretary of the Corporation of such a written request, the entitlement of the indemnitee to indemnification shall be determined by the following person or persons who shall be empowered to make such determination: (i) the Board of Directors by a majority vote of the directors who are not parties to such proceeding, whether or not such majority constitutes a quorum, (ii) a committee of such directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum, (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the indemnitee, (iv) the
stockholders of the Corporation or (v) in the event that a change of control (as defined below) has occurred, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the indemnitee. The determination of entitlement to indemnification shall be made and, unless a contrary determination is made, such indemnification shall be paid in full by the Corporation not later than 60 days after receipt by the Secretary of the Corporation of a written request for indemnification. For purposes of this Section 6.1(b), a “change of control” will be deemed to have occurred if the individuals who, as of the effective date of these Bylaws, constitute the Board of Directors (the “incumbent board”) cease for any reason to constitute at least a majority of the Board of Directors; provided, however, that any individual becoming a director subsequent to such effective date whose election, or nomination for election by the stockholders of the Corporation, was approved by a vote of at least a majority of the directors then comprising the incumbent board shall be considered as though such individual were a member of the incumbent board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board of Directors.

Section 6.2 Right to Advancement of Expenses.

(a) In addition to the right to indemnification conferred in Section 6.1, an indemnitee shall, to the fullest extent not prohibited by law, also have the right to be paid by the Corporation the expenses (including attorneys’ fees) incurred in defending any proceeding with respect to which indemnification is required under Section 6.1 in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that an advancement of expenses shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision of a court of competent jurisdiction from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Section 6.2 or otherwise.

(b) To receive an advancement of expenses under this Section 6.2, an indemnitee shall submit a written request to the Secretary of the Corporation. Such request shall reasonably evidence the expenses incurred by the indemnitee and shall include or be accompanied by the undertaking required by Section 6.2(a). Each such advancement of expenses shall be made within 20 days after the receipt by the Secretary of the Corporation of a written request for advancement of expenses.

Section 6.3 Right of Indemnitee to Bring Suit. In the event that a determination is made that the indemnitee is not entitled to indemnification or if payment is not timely made following a determination of entitlement to indemnification pursuant to Section 6.1(b) or if an advancement of expenses is not timely made under Section 6.2(b), the indemnitee may at any time thereafter bring suit against the Corporation in a court of competent jurisdiction in the State of Delaware seeking an adjudication of entitlement to such indemnification or advancement of expenses. If successful in whole or in part in any
such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit to the fullest extent permitted by law. In any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that the indemnitee has not met any applicable standard of conduct for indemnification set forth in the DGCL. Further, in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met any applicable standard of conduct for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VI or otherwise shall be on the Corporation.

Section 6.4 **Non-Exclusivity of Rights.** The rights to indemnification and to the advancement of expenses conferred in this Article VI shall not be exclusive of any other right which any person may have or hereafter acquire under any law, agreement, vote of stockholders or directors, provisions of the Certificate of Incorporation or these Bylaws or otherwise.

Section 6.5 **Insurance.** The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 6.6 **Indemnification of Employees and Agents of the Corporation.** The Corporation may, to the extent authorized from time to time, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article VI with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Section 6.7 **Nature of Rights.** The rights conferred upon indemnitees in this Article VI shall be contract rights that shall vest at the time an individual becomes a director or officer of the Corporation and such rights shall continue as to an indemnitee.
who has ceased to be a director, officer or trustee and shall inure to the benefit of the indemnitee’s heirs, executors and administrators. Any amendment, alteration or repeal of this Article VI that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, alteration or repeal.

Section 6.8 **Settlement of Claims.** The Corporation shall not be liable to indemnify any indemnitee under this Article VI for any amounts paid in settlement of any proceeding effected without the Corporation’s written consent, which consent shall not be unreasonably withheld, or for any judicial award if the Corporation was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such proceeding.

Section 6.9 **Subrogation.** In the event of payment under this Article VI, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Corporation effectively to bring suit to enforce such rights.

Section 6.10 **Severability.** If any provision or provisions of this Article VI shall be held to be invalid, illegal or unenforceable for any reason whatsoever, (a) the validity, legality and enforceability of the remaining provisions of this Article VI (including, without limitation, all portions of any paragraph of this Article VI containing any such provision held to be invalid, illegal or unenforceable, that are not by themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the provisions of this Article VI (including, without limitation, all portions of any paragraph of this Article VI containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent of the parties that the Corporation provide protection to the indemnitee to the fullest enforceable extent.

**ARTICLE VII**
**MISCELLANEOUS**

Section 7.1 **Amendments.** These Bylaws may be altered, amended or repealed, and new Bylaws made, by the Board of Directors, but the stockholders may make additional Bylaws and may alter and repeal any Bylaws whether adopted by them or otherwise.

Section 7.2 **Electronic Transmission.** For purposes of these Bylaws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.
Section 7.3 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 7.4 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year and end on the last day of December of the same year, or such other 12 consecutive months as the Board of Directors may designate.

Section 7.5 Waiver of Notice. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting shall constitute waiver of notice except attendance for the sole purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 7.6 Section Headings. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 7.7 Inconsistent Provisions; Changes in Delaware Law. If any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the General Corporation Law of the State of Delaware or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect. If any of the provisions of the General Corporation Law of the State of Delaware referred to above are modified or superseded, the references to those provisions is to be interpreted to refer to the provisions as so modified or superseded.

Date of Adoption: March 26, 2020
Exhibit 3.88
Form 424
(Revised 05/11)
Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions

Certificate of Amendment

Entity Information

The name of the filing entity is:
Pegasus International, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)
☒ For-profit Corporation
☐ Nonprofit Corporation
☐ Cooperative Association
☐ Limited Liability Company

☐ Professional Corporation
☐ Professional Limited Liability Company
☐ Professional Association
☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 153654800

The date of formation of the entity is: May 25, 1999

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term. as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Form 424

RECEIVED
JUN 13 2019
Secretary of State
Registered Agent

(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

<table>
<thead>
<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
<th>Suffix</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

<table>
<thead>
<tr>
<th>TX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address (No P.O. Box)</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☐ Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

ARTICLE IV: The Corporation is authorized to issue ONE HUNDRED (100) shares of Common Stock, $0.01 par value per share.

☐ Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Form 424
Effectiveness of Filing (Select either A. B. or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing.
The delayed effective date is: _______________________

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time.
The 90th day after the date of signing is: _______________________

The following event or fact will cause the document to take effect in the manner described below:

 Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 6/13/2019

By: Pegasus International, Inc.

______________________________
Signature of authorized person

Charles R. Monroe, Jr., Secretary
Printed or typed name of authorized person (see instructions)

Form 424
WENDY STONEMAN
ODIN FELDMAN ET AL
1775 WIEHLE AVE STE 400
RESTON, VA 20190

January 30, 2018

RECEIPT

RE: The PTR Group, LLC
ID: S729260 - 2
DCN: 18-01-30-1100

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 30, 2018. When the certificate is effective, The PTR Group, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

The PTR Group, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

P.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1300 East Main Street Richmond, VA 23219-3630
Clerk’s Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk
January 29, 2018

Form SCC 21.2 Enclosed

Virginia State Corporation Commission
Clerk's Office
1300 E. Main Street
Tyler Building – 1st Floor
Richmond, VA 23219

Re: Articles of Entity Conversion for The PTR Group, Inc.

On behalf The PTR Group, Inc. a Virginia corporation, please find enclosed the following:

1. Duplicate Forms SCC21.2, Request for Expedited Processing, requesting same-day processing and return of confirmation of filing by email;

2. Articles of Entity Conversion for The PTR Group, Inc. to convert to a Virginia limited liability company to be named The PTR Group, LLC and Exhibit A, Articles of Organization for The PTR Group, LLC; and

3. A check in the amount of $300, made payable to the order of the State Corporation Commission for the filing and expedited handling fees.

Please accept this request for a Certified Copy of the Conversion filing upon the completion of the conversion. Our account number for the Certified Copy fee is A-18137. I am enclosing a FedEx return envelope to return the certified copy to me. We need the certified copy for a client closing which we are hoping to complete by the end of the week.

Very truly yours,

Wendy Stoneman

Enclosures (as stated)

cc (via email): Brian A. Abbott, Esquire

The PTR Group LLC

1775 Wiehe Avenue, Suite 400, Reston, VA 20190  Phone 703-218-2100  Fax 703-218-2160

www.cfplaw.com

Wendy Stoneman
Wendy.Stoneman@cfplaw.com
Direct: (703) 218-2315

O5533883838
180130 11000 A4-17

 Pence 000

Wendy Stoneman

Concerts

The PTR Group, Inc. (a VA Corp) converts to

The PTR Group, LLC (a VA LLC)
This form MUST be completed and placed on top of EACH document submission
(so it can be readily identified as a request for expedited review and processing).

<table>
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<th>(Must be typed for Email option.)</th>
<th>SCC ID No. (If known):</th>
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<th>Send Evidence of Expedited Filing By:</th>
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</thead>
<tbody>
<tr>
<td>Firm: Odlin, Feldman &amp; Pitterman, PC</td>
<td>(Choose one)</td>
</tr>
<tr>
<td>Attn: Wendy Stoneman</td>
<td></td>
</tr>
<tr>
<td>Address: 1775 Wiehe Avenue, Suite 400</td>
<td></td>
</tr>
<tr>
<td>Reston VA 20190</td>
<td></td>
</tr>
<tr>
<td>Telephone: (703) 218-2315 ext</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:WENDY.STONEMAN@BOPFLAW.COM">WENDY.STONEMAN@BOPFLAW.COM</a></td>
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**See Information & Instructions for description of Categories.**

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<td>Category A</td>
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<td>Preliminary Review of Document listed in Schedule A</td>
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<td>Restatement within 30 Days of initial Pre-Review</td>
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<td>Category D</td>
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<tr>
<td>Expedite Application for Reinstatement</td>
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<tr>
<td>(Next Day Service Only – Received by 2:00 p.m.)</td>
<td><strong>$50</strong></td>
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</table>

**FOR OFFICE USE ONLY**

180130 1100

W. Stoneman 1/50

Authorized Changes To Eff. Date For

REVIEW THE INSTRUCTIONS BEFORE SUBMITTING THIS FORM

*** Submit one payment for all applicable fees (e.g., charter/entrance, reinstatement, filing and expedite fees)
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</tr>
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<td>STATE OF INCORPORATION:</td>
<td>VA VIRGINIA</td>
</tr>
<tr>
<td>STOCK INDICATOR:</td>
<td>S stock</td>
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<tr>
<td>R/A NAME:</td>
<td>DEAN E THOMPSON</td>
</tr>
<tr>
<td>STREET:</td>
<td>20729 RAINSBORO DR</td>
</tr>
<tr>
<td>CITY:</td>
<td>ASHBURN</td>
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<tr>
<td>STATE:</td>
<td>VA</td>
</tr>
<tr>
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<td>20147-0000</td>
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<tr>
<td>EFFECTIVE DATE:</td>
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<td>LOUDOUN COUNTY</td>
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<td>12/21/16</td>
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<tr>
<td>NOT SHARE</td>
<td>60,016</td>
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CIS30353        C13        01/30/10
1        57        CISMO256        MICROFILM INQUIRY        10:26:37

CORP ID: 0533653 - B        CORP STATUS: 00 ACTIVE
CORP NAME: The PTR Group, Inc.

COURT LOCALITY: 153 LOUDOUN COUNTY        TOTAL CHARTER FEES: 250.00

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<td>NEWC &gt; NEW CHARTER</td>
<td>02/01/00</td>
<td>250.00</td>
<td>5</td>
</tr>
</tbody>
</table>

COMMAND: .................................................................
4A0        06,014
The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of The PTR Group, Inc. to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this CERTIFICATE OF ENTITY CONVERSION be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 30, 2018.

When the certificate becomes effective, The PTR Group, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name The PTR Group, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Judith Williams Jagdmann
Commissioner

CNVRLACT
CIS0353
18-01-30-1100
ARTICLES OF ENTITY CONVERSION
OF
THE PTR GROUP, INC.

(FROM A CORPORATION TO A LIMITED LIABILITY COMPANY
UNDER SECTION 13.1-722.12 OF
THE VIRGINIA STOCK CORPORATION ACT)

ARTICLE 1

The corporation’s name immediately prior to the filing of these Articles of Entity Conversion is The PTR Group, Inc. (the “Corporation”). The Corporation will convert into a Virginia limited liability company and its name will be The PTR Group, LLC (the “LLC”).

ARTICLE 2

The converting corporation was originally formed on February 1, 2000 in the Commonwealth of Virginia as a corporation with the name The PTR Group, Inc.

ARTICLE 3

Under section 13.1-722.10 of the Code of Virginia, the plan of entity conversion is as follows:

(A) At the Effective Date (as later defined), each of the shareholder’s issued and outstanding shares of corporate stock will, by virtue of the conversion and without any action by the entity, the shareholder or any other person, be converted into and exchanged for one (1) fully paid and non-assessable membership interest of the limited liability company.

(B) The resulting LLC’s articles of organization, as they will be in effect immediately after consummation of the conversion, are attached hereto as Exhibit A.

ARTICLE 4

The Corporation’s shareholders unanimously approved the plan of entity conversion on January 26, 2018.

ARTICLE 5

These Articles of Entity Conversion will become effective as of January 29, 2018 (the “Effective Date”), for tax and accounting purposes.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]
Given under my hand and seal as of the Effective Date.

The PTR Group, Inc.
a Virginia corporation

[Signature]

By:  
Dean E. Thompson, President and CEO

[SIGNATURE PAGE TO ARTICLES OF ENTITY CONVERSION]
EXHIBIT A

Articles of Organization

A-1
ARTICLES OF ORGANIZATION
FOR
THE PTR GROUP, LLC
(a Virginia Limited Liability Company)

Pursuant to Section 13.1-1000 et seq. of the Code of Virginia, the undersigned states as follows:

FIRST: Name. The name of the limited liability company is The PTR Group, LLC (the “Company”).

SECOND: Term. The Company shall exist from the date of the issuance of a certificate of organization by the Virginia State Corporation Commission in perpetuity, or until the occurrence of any of the events of termination specified in the operating agreement of the Company (the “Operating Agreement”) or in Section 13.1-1046 of the Code of Virginia to the extent not specified in the Operating Agreement.

THIRD: Registered Office. The address of the Company’s initial registered office 20729 Rainsboro Drive, Ashburn, Virginia 20147 in Loudoun County.

FOURTH: Registered Agent. The name of the initial registered agent is Dean E. Thompson, who is a resident of Virginia and a manager of the company and whose business address is the same as the address of the initial registered office of the Company.

FIFTH: Principal Office. The address of the principal office where the records of the Company will be maintained pursuant to Virginia Code Section 13.1-1028 is 20729 Rainsboro Drive, Ashburn, Virginia 20147.

SIXTH: Purpose. The Company is organized to transact all lawful activities and businesses that may be conducted by a limited liability company under the laws of Virginia.

SEVENTH: Management. The management of the Company is reserved to the managers pursuant to these Articles of Organization and the Operating Agreement. The managers shall have complete and exclusive control of the management of the Company’s business and affairs, including, without limitation, the right, power, and authority to act on behalf of the Company and in its name and to enter into contracts on behalf of the Company, as more fully set forth in the Operating Agreement.

The undersigned executed these Articles of Organization effective as of the 29th day of January, 2018.

By: Wayne M. Zell, Organizer

#3481496v2
March 9, 2018

BETH EPSTEIN  
UCC RETRIEVALS INC  
7288 HANOVER GREEN DR  
MECHANICSVILLE, VA 23111

RECEIPT

RE: The PTR Group, LLC
ID: S729260 - 2
DCN: 18-03-08-1220

This receipt acknowledges payment of $25.00 to cover the fee for filing articles of restatement for a limited liability company with this office.

This receipt also acknowledges payment of $100.00 to cover the fee for expedited service.

The effective date of the restatement is March 9, 2018.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

P.O. Box 1197, Richmond, VA 23218-1197  
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630  
Clerk’s Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk
NEXT DAY EXPEDITE!!

DEAR SIRS,

PURSUANT TO INSTRUCTIONS OF COUNSEL, I ENCLOSE FOR FILING ON BEHALF OF:

THE PTR GROUP, LLC

ARTICLES OF RESTATEMENT

**PLEASE RETURN (1) CERTIFIED COPY OF THE ATTACHED FILING**
[for foreign entities c/c the application only!]**

CHECK(S) IN PAYMENT OF THE REQUIRED FEES ARE ENCLOSED. I WOULD APPRECIATE YOU TELEPHONING ME AT (804) 559-5919 IF THERE IS A PROBLEM WITH THIS FILING AND TO ADVISE ME WHEN THE EVIDENCE IS AVAILABLE TO BE PICKED UP.

THANK YOU FOR YOUR ASSISTANCE IN THIS REGARD.

SINCERELY,

BETH EPSTEIN
This form MUST be completed and placed on top of EACH document submission (so it can be readily identified as a request for expedited review and processing).

Name of Corporation or Company (etc.): (Must be typed for Email option.)

THE PTR GROUP, LLC

SCC ID No. (if known):

S729260-2

Customer Contact Information:

Firm: UCC RETRIEVALS, INC.

Attn: BETH EPSTEIN

Address: 7288 HANOVER GREEN DR.

MECHANICSVILLE VA 23111

(city or town) (state) (zip code)

Telephone: (804) 559-5919 ext 104

Email: ☒

Send Evidence of Expedited Filing By: (Choose one)

☐ Email (Only available for Categories A, C and D)

☒ Two typed originals of this form must be submitted for Email option.

See “Return of Evidence” in the Instructions.

☐ First-Class Mail

☐ USPS Express Mail (Prepaid envelope required.)

☐ Overnight via ☐ UPS ☐ Fed Ex

(Completed waybill required. For Fed Ex, the waybill must be computer-generated with a barcode.)

~~ See Information & Instructions for description of Categories. ~~

FOR OFFICE USE ONLY

Expedited Service Requested: ☒

Category A

☐ Expedite Business Entity Document listed in Schedule A

☐ Same Day Service (Received by 10:00 a.m.) $200

☐ Next Day Service (Received by 2:00 p.m.) $100

Category B

☐ Preliminary Review of Document listed in Schedule A

☐ (2nd Business Day Service Only – Received by 2:00 p.m.) $50

☐ Resubmission within 30 Days of initial Pre-Review (N/C)

Category C

☐ Expedite Business Entity Document listed in Schedule C

☐ (Next Day Service Only – Received by 2:00 p.m.) $50

Category D

☐ Expedite Application for Reinstatement

☐ (Next Day Service Only – Received by 2:00 p.m.) $50

I/O ☒

*** Submit one payment for all applicable fees (e.g., charter/entrance, reinstatement, filing and expedite fees)

(REVIEW THE INSTRUCTIONS BEFORE SUBMITTING THIS FORM.)
LLC ID: S7292.60 - 2     STATUS: 00     ACTIVE
STATUS DATE: 01/30/18

DATE OF FILING: 01/30/2018     PERIOD OF DURATION:                 INDUSTRY CODE: 00
STATE OF FILING: VA VIRGINIA     MERGER INDICATOR: 
CONVERSION/DOMESTICATION INDICATOR: Y

PRINCIPAL OFFICE ADDRESS
STREET: 5870 TRINITY PARKWAY
SUITE 320
CITY: CENTREVILLE
STATE: VA
ZIP: 20120-0000

REGISTERED AGENT INFORMATION
R/A NAME: CORPORATION SERVICE COMPANY
STREET: 100 SHOCKOE SLIP
2ND FLOOR
CITY: RICHMOND
STATE: VA
ZIP: 23219-0000
R/A STATUS: 5
ENTITY AUTHORIZ
EFF DATE: 02/15/18
LOC: 216
RICHMOND CITY

YEAR
FEES
PENALTY
INTEREST
BALANCE
00

COMMAND: 4A0
05,016
LLC ID: S729260 - 2  LLC STATUS: 00  ACTIVE
LLC NAME: The PTR Group, LLC

COURT LOCALITY: 216 RICHMOND CITY

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<td>18 01 09 0088</td>
<td>CNVR &gt; CONVERSION</td>
<td>01/30/18</td>
<td>10</td>
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COMMAND: 4 AÛ 06,014
The State Corporation Commission has found the accompanying articles submitted on behalf of
The PTR Group, LLC
to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this
CERTIFICATE OF RESTATEMENT
be issued and admitted to record with the articles of restatement in the Office of the Clerk of the Commission, effective March 9, 2018.

STATE CORPORATION COMMISSION

By
Mark C. Christie
Commissioner

18-03-08-1220
LLAACPT
CIS0372
ARTICLES OF RESTATEMENT
OF
THE PTR GROUP, LLC

The undersigned, on behalf of The PTR Group, LLC (the “Company”), pursuant to Title 13.1, Chapter 12, Article 2 of the Code of Virginia, states as follows:

1. The name of the limited liability company is The PTR Group, LLC.
2. The text of the Amended and Restated Articles of Organization is attached.
3. The restatement contains an amendment to the articles of organization.
4. The restatement of the articles of organization was adopted by the limited liability company on March 8, 2018.
5. The restatement of the articles of organization was approved by the sole member of the Company in accordance with the provisions of the Virginia Limited Liability Company Act.

Executed in the name of the limited liability company by:

FULCRUM IT SERVICES, LLC, sole member

By: FAULCRUM IT HOLDINGS, LLC, its sole member

[Signature]

By: Carroll Johnson
Name: Carroll Johnson
Title: Manager
Date: March 8, 2018
SCC ID No.: S7292602
THESE AMENDED AND RESTATED ARTICLES OF ORGANIZATION of The PTR Group, LLC (the “Company”) are being executed by the undersigned, as the sole member, pursuant to the Virginia Limited Liability Company Act (the “Act”).

1. The name of the Company is The PTR Group, LLC.

2. The name of the Company’s registered agent is Corporation Service Company. The registered agent is a foreign corporation authorized to transact business in Virginia.

3. The Company’s registered office address, which is identical to the business office of the initial registered agent, is 100 Shockoe Slip, 2nd Floor, Richmond, Virginia 23219, which is physically located in the City of Richmond.

4. The Company’s principal office address is 5870 Trinity Parkway, Suite 320, Centreville, Virginia 20120.
AMENDED AND RESTATED OPERATING AGREEMENT
OF
THE PTR GROUP, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of The PTR Group, LLC, a Virginia limited liability company (the “Company”), is made and entered into as of February 2, 2018, by Fulcrum IT Services, LLC, a Virginia limited liability company, as the sole member (the “Sole Member”).

WHEREAS, the Sole Member desires to amend and restate the Operating Agreement of the Company.

NOW, THEREFORE, the Sole Member hereby agrees as follows:

1. **Name.** The name of the Company is The PTR Group, LLC. The Company may adopt and conduct its business under such other name or names as the Sole Member may from time to time determine.

2. **Formation.** The Company was formed as a limited liability company upon the conversion of the Company from a corporation to a limited liability company in accordance with Section 13.1-722.9(A) of the Virginia Stock Corporation Act pursuant to the filing of Articles of Entity Conversion for the Company with the Virginia State Corporation Commission on January 30, 2018. The Sole Member shall prepare and file such instruments in such locations as may from time to time be needed and otherwise shall preserve and facilitate the Company’s ability and right to carry on its business for the purposes set forth in this Agreement.

3. **Principal Place of Business.** The principal office and the principal place of business of the Company shall be as determined by the Sole Member from time to time. The principal office and place of business of the Company may be changed and the business of the Company may be conducted at such other or additional place or places as the Sole Member may from time to time determine.

4. **Address and Registered Agent.** The registered address of the Company in Virginia and the Company’s registered agent at such address is set forth in the Articles of Organization of the Company (the “Articles”).

5. **Duration.** The term of the Company shall be perpetual, unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

6. **Purpose.** The Company is authorized to engage in any lawful business activity and may carry on any and all other lawful activities as may be permitted under the Act.

7. **Membership Interests.** The capital of the Company will be represented by membership interests (the “Membership Interests”). As of the date of this Agreement, the Sole Member holds one hundred percent (100%) of the Membership Interests. The Sole Member may make such rules and regulations as the Sole Member may deem appropriate concerning the issuance and registration of Membership Interests, including the issuance of certificates representing Membership Interests. Unless the Sole Member resolves otherwise, Membership Interests will be issued without certificates.
8. **Capital Contributions.** Capital contributions to the Company (the “Capital Contributions”) shall consist of cash or any other form of contribution permitted by the Act. The Sole Member shall not be required to contribute any Capital Contributions to the Company, to lend any funds to the Company or to pay any other contributions, assessments or payments to the Company in addition to its initial Capital Contribution.

9. **Liability.** The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Sole Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Sole Member, except and only to the extent as otherwise expressly required by law.

10. **Management.**

    a. **Management.** The Company shall be a “member-managed limited liability company” as defined in Section 13.1-1002 of the Act, and the responsibility and control of the management and conduct of the Company’s day-to-day activities and operations shall be vested in the Sole Member and such officers as the Sole Member appoints in its sole discretion.

    b. **Delegation of Authority.** The Sole Member may from time to time appoint one or more officers to conduct the Company’s business and affairs on the Sole Member’s behalf, each of whom shall serve in such capacity until he or she is removed from such office by the Sole Member in its discretion or until he or she resigns or otherwise is unable to fulfill the obligations of such office. The officers will have such roles, duties and responsibilities as are commonly incident to such officers, and will perform such other duties and have such other powers as the Sole Member designates from time to time, and as set forth below:

        i. **Chief Executive Officer.** Subject to any limitations imposed by this Agreement, the Act or any employment agreement with the Company or the Sole Member, any employee plan or any determination by the Sole Member, the Chief Executive Officer, subject to the general control of the Sole Member, shall be the chief operating officer of the Company and, as such, shall be responsible for the management and direction of the day-to-day business and affairs of the Company, its officers, employees and agents, shall supervise generally the affairs of the Company, and shall have full authority to execute all documents and take all actions that the Company may legally take. Any person or entity dealing with the Company may rely on the authority of the Chief Executive Officer as to all such Company actions without further inquiry. The Chief Executive Officer shall exercise such other powers and perform such other duties as may be assigned to him by this Agreement or the Sole Member, including the duties and any powers stated in any employment agreement with the Company or the Sole Member.

        ii. **Vice President.** Each Vice President shall have such powers and discharge such duties as may be assigned from time to time to such Vice President by the Chief Executive Officer or by the Sole Member.
iii. **Secretary.** The Secretary shall be custodian of all records (other than financial), shall see that the books, reports, statements, certificates and all other documents and records required by law are properly kept and filed, and, in general, shall perform all duties commonly incident to his office and shall perform such other duties and have such other powers as may, from time to time, be assigned to him or her by this Agreement, the Sole Member or the Chief Executive Officer.

iv. **Chief Financial Officer and Treasurer.** The Chief Financial Officer and Treasurer shall keep or cause to be kept the books of account of the Company and shall render statements of the financial affairs of the Company in such form and as often as required by this Agreement, the Sole Member, or the Chief Executive Officer. The Chief Financial Officer and Treasurer, subject to the order of the Sole Member, shall have the custody of all funds and securities of the Company. During the absence or disability of the Chief Executive Officer, the Chief Financial Officer and Treasurer shall exercise all functions of the Chief Executive Officer, except as limited by resolutions of the Sole Member. The Chief Financial Officer and Treasurer shall perform all other duties commonly incident to his or her office and shall perform such other duties and have such other powers as this Agreement, the Sole Member or the Chief Executive Officer may designate from time to time.

c. **Indemnification of the Sole Member.** To the fullest extent permitted under the Act, the Sole Member shall not be liable for any debts, obligations or liabilities of the Company or each other, whether arising in tort, contract or otherwise, solely by reason of being a Member.

d. **Indemnification of Officers.** To the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, the Company shall indemnify and hold harmless each officer from and against any and all claims asserted against or incurred by such officer arising out of or in connection with such officer’s conduct in carrying out the Company’s purposes; provided, however, that no officer shall be indemnified for any liability for fraud, intentional misconduct, gross negligence, or a knowing violation of the law that was material to the cause of action.

11. **Authority of the Sole Member.** The Sole Member shall have all the rights, powers and authority necessary to manage and control the day to day activities and operations of the business and affairs of the Company, to do or cause to be done any and all acts, at the expense of the Company, deemed by the Sole Member to be necessary, convenient or incidental to the conduct of the business of the Company. Without limiting the foregoing, the Sole Member shall have the power and authority granted under the Act to:

(a) enter into management agreements with any affiliate pursuant to which the management, supervision, or control of the business or assets of the Company may be delegated to such affiliate for reasonable compensation;

(b) execute, acknowledge, verify, and file any notifications, applications, statements, agreement and other filings or documents that the Sole Member considers necessary or desirable;
do any or all of the foregoing, discretionary or otherwise, through agents selected by the Sole Member and compensated or uncompensated by the Company; and

d) take any other actions and execute any other contracts, documents, and instruments that it deems appropriate to carry out the intent of this Agreement and operate the business of the Company.

12. **Meetings; Actions without a Meeting.** To the extent permitted by the Act, the Company shall not be required to hold annual meetings of members. Whenever under the Act, the Articles or this Agreement the Sole Member is required or permitted to take any action by vote, such action may, to the extent permitted by the Act, be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken shall be signed by the Sole Member.

13. **Accounting Allocations.** The Company’s profits and losses shall be allocated entirely to the Sole Member.

14. **Distributions.** Distributions shall be made to the Sole Member at the times and in the aggregate amounts determined by the Sole Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Sole Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law.

15. **Financial Records.** The books and records of the Company shall be maintained at the principal office of the Company, or at such other office as the Sole Member may designate.

16. **Transfers; Assignments.** The Sole Member may sell, exchange, pledge or otherwise transfer or assign, in whole or in part, its Membership Interests in the Company.

17. **Admission of Additional Members.** One or more additional members of the Company may be admitted to the Company with the consent of the Sole Member. Prior to the admission of any such additional member of the Company, the Sole Member shall amend this Agreement to make such changes as the Sole Member shall determine, including to reflect the fact that the Company shall have more than one member; provided, however, that a failure to so amend this Agreement will not invalidate any otherwise valid assignment or transfer made by the Sole Member.

18. **Dissolution.** The Company shall be dissolved upon the occurrence of any of the following events: (i) the written agreement of the Sole Member; or (ii) upon judicial dissolution. Notwithstanding any provision to the contrary in this Agreement or the Act, the dissolution, termination or bankruptcy of the Sole Member shall not operate to dissolve the Company, but the Company shall continue between or among the successor or successors in interest of the dissolved member.

19. **Successors and Assigns.** The covenants and agreements herein contained shall bind and inure to the benefit of all of the parties hereto and their successors and assigns.
20. **No Third Party Beneficiaries.** Except as set forth in Section 11 hereof, no person other than a party hereto shall have any rights or remedies under this Agreement.

21. **Applicable Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia without regard to Virginia conflict of laws principles.

22. **Entire Agreement.** This Agreement represents the entire understanding and agreement of the parties with respect to the subject matter of and the transactions contemplated by this Agreement. This Agreement is intended to be an “operating agreement” within the meaning of Section 13.1-1002 of the Act.

23. **Other Instruments.** The Sole Member hereby agrees to execute and deliver to the Company such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments, and to take such other action as the Company deems necessary, useful or appropriate to comply with any laws, rules or regulations, as may be necessary to enable the Company to fulfill its purposes under this Agreement.

24. **Severability.** Every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement. Any invalid, illegal or unenforceable provision will be substituted by a suitable and equitable provision that carries out, so far as may be valid, legal and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision.

25. **Amendment.** This Agreement may be amended only in a writing signed by the Sole Member.

*(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE ON FOLLOWING PAGE)*
IN WITNESS WHEREOF, the undersigned has executed and delivered this Operating Agreement of The PTR Group, LLC as of the date first set forth above.

Sole Member:

Fulcrum IT Services, LLC

[Signature Page to Amended and Restated Operating Agreement of The PTR Group, LLC]
Entity Information

The name of the filing entity is:

Universal Ensco, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☒ For-profit Corporation
☐ Professional Corporation
☐ Nonprofit Corporation
☐ Professional Limited Liability Company
☐ Cooperative Association
☐ Professional Association
☐ Limited Liability Company
☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 60140000

The date of formation of the entity is: March 23, 1982

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Form 424

RECEIVED
JUN 13 2019
Secretary of State
☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

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<tr>
<th>First Name</th>
<th>M.I.</th>
<th>Last Name</th>
<th>Suffix</th>
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The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

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<tr>
<td>Street Address (No P.O. Box)</td>
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3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☐ Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

ARTICLE IV: The Corporation is authorized to issue ONE HUNDRED (100) shares of Common Stock, $1.00 par value per share

☐ Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Form 424
Effectiveness of Filing (Select either A. B. or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____________________________

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____________________________

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 6/13/2019

By: Universal Ensco, Inc.

[Signature]

Charles R. Monroc, Jr., Secretary

Printed or typed name of authorized person (see instructions)

Form 424 8
November 10, 2020

Huntington Ingalls Industries, Inc.
4101 Washington Avenue
Newport News, VA 23607

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

This opinion is furnished to you in connection with a Registration Statement on Form S-4 (such Registration Statement, as amended or supplemented, the “Registration Statement”), including the related prospectus (the “Prospectus”), to be filed by Huntington Ingalls Industries, Inc., a Delaware corporation (the “Company”), and the subsidiaries of the Company listed on Schedule A hereto (each, a “Guarantor” and collectively, the “Guarantors”), with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), in connection with the Company’s issuance and exchange (the “Exchange Offer”) of up to $500,000,000 aggregate principal amount of its 3.844% Senior Notes due 2025 (the “New 2025 Notes”) for a like principal amount of the Company’s outstanding 3.844% Senior Notes due 2025 (the “Old 2025 Notes”) and $500,000,000 aggregate principal amount of its 4.200% Senior Notes due 2030 (the “New 2030 Notes” and, together with the New 2025 Notes, the “New Notes”) for a like principal amount of the Company’s outstanding 4.200% Senior Notes due 2030 (the “Old 2030 Notes” and, together with the Old 2025 Notes, the “Old Notes”), in each case in accordance with the terms of a Registration Rights Agreement, dated as of March 30, 2020 (the “Registration Rights Agreement”), by and among the Company, the Guarantors and the initial purchasers of the Old Notes, which is filed as Exhibit 4.2 to the Registration Statement. The Old Notes are, and the New Notes will be, fully and unconditionally guaranteed as to payment of principal and interest on a senior unsecured basis by the Guarantors (the “Exchange Guarantees” and, together with the New Notes, the “Securities”). The Old Notes were issued, and the New Notes are to be issued, pursuant to an indenture, dated as of March 30, 2020 (the “Indenture”), between the Company, the Guarantors and Wells Fargo Bank, National Association, as trustee (the “Trustee”), which is filed as Exhibit 4.1 to the Registration Statement. We are acting as counsel for the Company and the Guarantors in connection with the filing of the Registration Statement.

We have examined and relied upon (i) signed copies of the Registration Statement to be filed with the Commission, including the exhibits thereto; (ii) the Prospectus; (iii) the Indenture, including the terms of the Exchange Guarantees set forth therein; (iv) the Registration Rights Agreement; (v) the Old Notes; and (vi) the forms of the New Notes. We have also examined and
relied upon the Certificate of Incorporation of the Company (as amended or restated from time to time), the Bylaws of the Company (as amended or restated from time to time), and, with respect to the Guarantors listed on Schedule B hereto (each, a “Covered Guarantor” and collectively, the “Covered Guarantors”), the Certificates of Incorporation of each of the Covered Guarantors incorporated in the State of Delaware, the Certificate of Formation of the Covered Guarantor incorporated as a limited liability company in the State of Delaware, the Articles of Incorporation of the Covered Guarantor incorporated in the State of California, the Bylaws or Limited Liability Company Agreement, as applicable, of the Covered Guarantors, as amended to date, and minutes of meetings of the Boards of Directors or equivalent governing body of the Company and the Covered Guarantors as provided to us by the Company and the Covered Guarantors.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the legal capacity of all signatories, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of such original documents and the completeness and accuracy of the corporate minute books of the Company and the Covered Guarantors.

We have relied as to certain matters on information obtained from public officials and officers of the Company and the Covered Guarantors, and we have assumed (i) the Registration Statement will be effective and will comply with all applicable laws at the time Securities are issued as contemplated by the Registration Statement; (ii) all Securities will be issued in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement, the Prospectus and any applicable prospectus supplement; (iii) at the time of the issuance of the Securities, the Company and each of the Covered Guarantors will be validly existing as a corporation or limited liability company, as applicable, and in good standing under the laws of the State of Delaware or the State of California, as applicable; and (iv) the accuracy of (a) the opinion letter of even date herewith of Charles R. Monroe, Jr., Corporate Vice President, Associate General Counsel and Secretary of the Company, as to matters of Virginia law, which is being filed as Exhibit 5.2 to the Registration Statement, (b) the opinion letter of even date herewith of James B. Perrine, Assistant General Counsel of the Company, as to matters of Alabama law, which is being filed as Exhibit 5.3 to the Registration Statement, (c) the opinion letter of even date herewith of Edward S. Harrison, Assistant General Counsel of the Company, as to matters of Illinois law, which is being filed as Exhibit 5.4 to the Registration Statement, (d) the opinion letter of even date herewith of Fermeen Fazal, Vice President and Chief Counsel of UniversalPegasus International, a wholly owned subsidiary of the Company, as to matters of Texas law, which is being filed as Exhibit 5.5 to the Registration Statement and (e) the opinion letter of even date herewith of Ballard Spahr LLP, as to matters of Maryland law, which is being filed as Exhibit 5.6 to the Registration Statement.

We are expressing no opinion herein as to the application of any federal or state law or regulation to the power, authority or competence of any party to any instrument or agreement with respect to any of the Securities other than the Company and the Covered Guarantors. We have assumed that such instruments and agreements are, or will be, the valid and binding obligations of each party thereto other than the Company and the Guarantors, and enforceable against each such other party in accordance with their respective terms.
We have assumed for purposes of our opinion below that no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for the due execution, delivery or performance by the Company or any Guarantor of the Indenture or the Securities, or, if any such authorization, approval, consent, action, notice or filing is required, it will have been duly obtained, taken, given or made and it will be in full force and effect. We have also assumed that (i) the Trustee has the power, corporate or other, to enter into and perform its obligations under the Indenture; (ii) the Indenture has been duly authorized, executed and delivered by the Trustee; (iii) the Indenture is a valid and binding obligation of the Trustee; and (iv) the Trustee shall have been qualified under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”). We have also assumed the due authentication of the New Notes by the Trustee, that there will not have occurred, prior to the date of issuance of the Securities, any change in law affecting the validity or enforceability of such Securities and that at the time of the issuance of the Securities, the Board of Directors of each of the Company and the Guarantors (or any committee of such Board of Directors or any person acting pursuant to authority properly delegated to such person by the Board of Directors of the Company or such Guarantors or any committee of such Board of Directors) shall not have taken any action to rescind or otherwise reduce its prior authorization of the issuance of such Securities.

Our opinion below is qualified to the extent that it may be subject to or affected by (i) applicable bankruptcy, insolvency, reorganization, moratorium, usury, fraudulent conveyance or similar laws relating to or affecting the rights or remedies of creditors generally; (ii) duties and standards imposed on creditors and parties to contracts, including, without limitation, requirements of materiality, good faith, reasonableness and fair dealing; (iii) general equitable principles; and (iv) acceleration of the New Notes which may affect the collectability of that portion of the stated principal amount thereof that might be determined to constitute unearned interest thereon. Furthermore, we express no opinion as to the availability of any equitable or specific remedy upon any breach of any of the instruments or agreements as to which we are opining herein, or any of the agreements, documents or obligations referred to therein, or to the successful assertion of any equitable defenses, inasmuch as the availability of such remedies or the success of any equitable defenses may be subject to the discretion of a court. We also express no opinion herein as to the laws of any state or jurisdiction other than the state laws of the State of New York, the General Corporation Law of the State of Delaware, the Delaware Limited Liability Company Act and the California Corporations Code. We express no opinion herein with respect to compliance by the Company or any Guarantor with the securities or “blue sky” laws of any state or other jurisdiction of the United States or of any foreign jurisdiction. We express no opinion and make no statement herein with respect to the antifraud laws of any jurisdiction. We have not acted as counsel to the Guarantors with respect to Alabama, Illinois, Texas, Virginia or Maryland law.
We also express no opinion herein as to any provision of any instrument or agreement (i) that may be deemed to or construed to waive any right of the Company or the Guarantors; (ii) to the effect that rights and remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy and does not preclude recourse to one or more other rights or remedies; (iii) relating to the effect of invalidity or unenforceability of any provision of any instrument or agreement on the validity or enforceability of any other provision thereof; (iv) that is in violation of public policy; (v) relating to indemnification and contribution with respect to securities law matters; (vi) that provides that the terms of any instrument or agreement may not be waived or modified except in writing; (vii) purporting to indemnify any person against his, her or its own negligence or intentional misconduct; (viii) requiring the payment of penalties, consequential damages or liquidated damages or (ix) relating to choice of law or consent to jurisdiction.

Based upon and subject to the foregoing, we are of the opinion that when (a) the Registration Statement has become effective, (b) the Indenture has been duly qualified under the Trust Indenture Act and (c) the New Notes have been duly executed by the Company and duly authenticated by the Trustee in accordance with the terms of the Indenture, and delivered in exchange for the Old Notes in accordance with the terms of the Indenture, the Registration Rights Agreement and the Exchange Offer, (i) the New Notes will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms; and (ii) the Exchange Guarantees will constitute valid and binding obligations of each Guarantor, enforceable against such Guarantor in accordance with their terms.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments that might affect any matters or opinions set forth herein.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus and in any prospectus supplement under the caption “Legal Matters.” In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

WILMER CUTLER PICKERING
HALE AND DORR LLP

By: /s/ Erika L. Robinson
Erika L. Robinson, a Partner
<table>
<thead>
<tr>
<th>Exact Name of Guarantor as specified in its Charter</th>
<th>State of Organization</th>
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<tr>
<td>Fleet Services Holding Corp.</td>
<td>Delaware</td>
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<td>Fulcrum IT Services, LLC</td>
<td>Virginia</td>
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<td>G2, Inc.</td>
<td>Virginia</td>
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<td>HII Energy Inc.</td>
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<td>HII Fleet Support Group LLC</td>
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<td>HII Mechanical Inc.</td>
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<td>HII Mission Driven Innovative Government Solutions Inc.</td>
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<td>Delaware</td>
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<td>HII Technical Solutions Corporation</td>
<td>Delaware</td>
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<td>HII Unmanned Maritime Systems, Inc.</td>
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<td>Huntington Ingalls Engineering Services, Inc.</td>
<td>Delaware</td>
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November 10, 2020

Re: Huntington Ingalls Industries, Inc. Registration Statement on Form S-4

Ladies and Gentlemen:

I am Corporate Vice President, Associate General Counsel and Secretary of Huntington Ingalls Industries, Inc., a Delaware corporation (the “Company”), and am delivering this opinion with respect to the subsidiaries of the Company set forth on Exhibit A hereto (the “Covered Guarantors”) in connection with a Registration Statement on Form S-4 (such Registration Statement as amended or supplemented, the “Registration Statement”), including the related prospectus (the “Prospectus”), to be filed by the Company and the subsidiaries of the Company listed on Schedule B hereto (each, a “Guarantor” and collectively, the “Guarantors”), with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), in connection with the Company’s issuance and exchange (the “Exchange Offer”) of up to $500,000,000 aggregate principal amount of its 3.844% Senior Notes due 2025 (the “New 2025 Notes”) for a like principal amount of the Company’s outstanding 3.844% Senior Notes due 2025 (the “Old 2025 Notes”) and $500,000,000 aggregate principal amount of its 4.200% Senior Notes due 2030 (the “New 2030 Notes” and, together with the Old 2025 Notes, the “Old Notes”) and, to the New 2030 Notes, the “New Notes”) for a like principal amount of the Company’s outstanding 4.200% Senior Notes due 2030 (the “Old 2030 Notes” and, together with the Old 2025 Notes, the “Old Notes”), in each case in accordance with the terms of a Registration Rights Agreement, dated as of March 30, 2020, by and among the Company, the Guarantors and the initial purchasers of the Old Notes, which is filed as Exhibit 4.2 to the Registration Statement (the “Registration Rights Agreement”). The Old Notes are, and the New Notes will be, fully and unconditionally guaranteed as to payment of principal and interest on a senior unsecured basis by the Guarantors (the “Exchange Guarantees” and, together with the New Notes, the “Securities”). The Old Notes were issued, and the New Notes are to be issued, pursuant to an indenture, dated as of March 30, 2020 (the “Indenture”), between the Company, the Guarantors and Wells Fargo Bank, National Association, as trustee (the “Trustee”), which is filed as Exhibit 4.1 to the Registration Statement.

I (or attorneys under my supervision or at my request) have examined and relied upon (i) signed copies of the Registration Statement to be filed with the Commission, including the exhibits thereto; (ii) the Prospectus; (iii) the Indenture, including the terms of the Exchange Guarantees set forth therein; (iv) the Registration Rights Agreement; (v) the Old Notes; and (vi) the New Notes. I (or attorneys under my supervision or at my request) have also examined and relied upon the Articles of Incorporation of each of the Covered Guarantors that is a corporation, the Articles of Organization of each of the Covered Guarantors that is a limited liability company, the Articles of Incorporation of each of the Covered Guarantors that is a corporation, the Articles of Organization of each of the Covered Guarantors that is a limited liability company, and the respective minutes of meetings of the Boards of Directors or equivalent governing body of each of the Covered Guarantors as provided to me by the Covered Guarantors.

In my examination of the foregoing documents, I have assumed the genuineness of all signatures, the legal capacity of all signatories, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as copies, the authenticity of such original documents and the completeness and accuracy of the corporate minute books of the Covered Guarantors.
I have relied as to certain matters on information obtained from public officials and officers of the Covered Guarantors.

I express no opinion herein as to the laws of any state or jurisdiction other than the state laws of the Commonwealth of Virginia. I also express no opinion herein with respect to compliance by the Company or any Guarantor with the securities or “blue sky” laws of any state or other jurisdiction of the United States or of any foreign jurisdiction. I express no opinion and make no statement herein with respect to the antifraud laws of any jurisdiction.

I am of the opinion that (1) each Covered Guarantor is a corporation or limited liability company validly existing and in good standing under the laws of the Commonwealth of Virginia, (2) each Covered Guarantor has all requisite corporate or limited liability power and authority to execute and deliver and perform its respective obligations under the Exchange Guarantees and to consummate the Exchange Offer, (3) the execution and delivery by each Covered Guarantor of, and the performance by such Covered Guarantor of its respective obligations under, the Indenture and the Exchange Guarantees and the consummation of the Exchange Offer have been duly authorized by such Covered Guarantor and (4) the Indenture has been duly executed and delivered by each Covered Guarantor.

Please note that I am opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and I disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments that might affect any matters or opinions set forth herein.

I hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of my name therein and in the related Prospectus and in any prospectus supplement under the caption “Legal Matters.” In giving such consent, I do not hereby admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Charles R. Monroe, Jr.

Charles R. Monroe, Jr.
Corporate Vice President, Associate General Counsel and Secretary
### Schedule A
#### Covered Guarantors

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November 10, 2020

Re: Huntington Ingalls Industries, Inc. Registration Statement on Form S-4

Ladies and Gentlemen:

I am Assistant General Counsel of Huntington Ingalls Industries, Inc., a Delaware corporation (the “Company”), and am delivering this opinion with respect to the subsidiary of the Company set forth on Exhibit A hereto (the “Covered Guarantor”) in connection with a Registration Statement on Form S-4 (such Registration Statement as amended or supplemented, the “Registration Statement”), including the related prospectus (the “Prospectus”), to be filed by the Company and the subsidiaries of the Company listed on Schedule B hereto (each, a “Guarantor” and collectively, the “Guarantors”), with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), in connection with the Company’s issuance and exchange (the “Exchange Offer”) of up to $500,000,000 aggregate principal amount of its 3.844% Senior Notes due 2025 (the “New 2025 Notes”) for a like principal amount of the Company’s outstanding 3.844% Senior Notes due 2025 (the “Old 2025 Notes”) and $500,000,000 aggregate principal amount of its 4.200% Senior Notes due 2030 (the “New 2030 Notes” and, together with the New 2025 Notes, the “New Notes”) for a like principal amount of the Company’s outstanding 4.200% Senior Notes due 2030 (the “Old 2030 Notes” and, together with the Old 2025 Notes, the “Old Notes”), in each case in accordance with the terms of a Registration Rights Agreement, dated as of March 30, 2020, by and among the Company, the Guarantors and the initial purchasers of the Old Notes, which is filed as Exhibit 4.2 to the Registration Statement (the “Registration Rights Agreement”). The Old Notes are, and the New Notes will be, fully and unconditionally guaranteed as to payment of principal and interest on a senior unsecured basis by the Guarantors (the “Exchange Guarantees” and, together with the New Notes, the “Securities”). The Old Notes were issued, and the New Notes are to be issued, pursuant to an indenture, dated as of March 30, 2020 (the “Indenture”), between the Company, the Guarantors and Wells Fargo Bank, National Association, as trustee (the “Trustee”), which is filed as Exhibit 4.1 to the Registration Statement.

I (or attorneys under my supervision or at my request) have examined and relied upon (i) signed copies of the Registration Statement to be filed with the Commission, including the exhibits thereto; (ii) the Prospectus; (iii) the Indenture, including the terms of the Exchange Guarantees set forth therein; (iv) the Registration Rights Agreement; (v) the Old Notes; and (vi) the New Notes. I (or attorneys under my supervision or at my request) have also examined and relied upon the Articles of Formation, as amended, of the Covered Guarantor, the Limited Liability Company Agreement of the Covered Guarantor and minutes of meetings of the governing body of the Covered Guarantor as provided to me by the Covered Guarantor.

In my examination of the foregoing documents, I have assumed the genuineness of all signatures, the legal capacity of all signatories, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as copies, the authenticity of such original documents and the completeness and accuracy of the corporate minute books of the Covered Guarantor.

I have relied as to certain matters on information obtained from public officials and officers of the Covered Guarantor.

I express no opinion herein as to the laws of any state or jurisdiction other than the state laws of the State of Alabama. I also express no opinion herein with respect to compliance by the Company or any Guarantor with the securities or “blue sky” laws of any state or other jurisdiction of the United States or of any foreign jurisdiction. I express no opinion and make no statement herein with respect to the antifraud laws of any jurisdiction.
I am of the opinion that (1) the Covered Guarantor is a limited liability company validly existing and in good standing under the laws of the State of Alabama, (2) the Covered Guarantor has all requisite limited liability company power and authority to execute and deliver and perform its obligations under the Exchange Guarantee and to consummate the Exchange Offer, (3) the execution and delivery by the Covered Guarantor of, and the performance by such Covered Guarantor of its obligations under, the Indenture and the Exchange Guarantee and the consummation of the Exchange Offer have been duly authorized by such Covered Guarantor and (4) the Indenture has been duly executed and delivered by the Covered Guarantor.

Please note that I am opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and I disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments that might affect any matters or opinions set forth herein.

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Very truly yours,

/s/ James B. Perrine

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Assistant General Counsel
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November 10, 2020

Re: Huntington Ingalls Industries, Inc. Registration Statement on Form S-4

Ladies and Gentlemen:

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I (or attorneys under my supervision or at my request) have examined and relied upon (i) signed copies of the Registration Statement to be filed with the Commission, including the exhibits thereto; (ii) the Prospectus; (iii) the Indenture, including the terms of the Exchange Guarantees set forth therein; (iv) the Registration Rights Agreement; (v) the Old Notes; and (vi) the New Notes. I (or attorneys under my supervision or at my request) have also examined and relied upon the Articles of Incorporation of the Covered Guarantor, the Bylaws of the Covered Guarantor and minutes of meetings of the Board of Directors of the Covered Guarantor as provided to me by the Covered Guarantor.

In my examination of the foregoing documents, I have assumed the genuineness of all signatures, the legal capacity of all signatories, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as copies, the authenticity of such original documents and the completeness and accuracy of the corporate minute books of the Covered Guarantor.

I have relied as to certain matters on information obtained from public officials and officers of the Covered Guarantor.

I express no opinion herein as to the laws of any state or jurisdiction other than the state laws of the State of Illinois. I also express no opinion herein with respect to compliance by the Company or any Guarantor with the securities or “blue sky” laws of any state or other jurisdiction of the United States or of any foreign jurisdiction. I express no opinion and make no statement herein with respect to the antifraud laws of any jurisdiction.
I am of the opinion that (1) the Covered Guarantor is a corporation validly existing and in good standing under the laws of the State of Illinois, (2) the Covered Guarantor has all requisite corporate power and authority to execute and deliver and perform its obligations under the Exchange Guarantee and to consummate the Exchange Offer, (3) the execution and delivery by the Covered Guarantor of, and the performance by such Covered Guarantor of its obligations under, the Indenture and the Exchange Guarantee and the consummation of the Exchange Offer have been duly authorized by such Covered Guarantor and (4) the Indenture has been duly executed and delivered by the Covered Guarantor.

Please note that I am opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and I disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments that might affect any matters or opinions set forth herein.

Very truly yours,

/s/ Edward S. Harrison

Edward S. Harrison
Assistant General Counsel
### Schedule A

**Covered Guarantor**

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<td>Veritas Analytics, Inc.</td>
<td>Virginia</td>
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November 10, 2020

Re: Huntington Ingalls Industries, Inc. Registration Statement on Form S-4

Ladies and Gentlemen:

I am Vice President and Chief Counsel of UniversalPegasus International, Inc., a Delaware corporation, and am delivering this opinion with respect to the subsidiaries of Huntington Ingalls Industries, Inc., a Delaware Corporation (the “Company”) set forth on Exhibit A hereto (the “Covered Guarantors”) in connection with a Registration Statement on Form S-4 (such Registration Statement as amended or supplemented, the “Registration Statement”), including the related prospectus (the “Prospectus”), to be filed by the Company and the subsidiaries of the Company listed on Schedule B hereto (each, a “Guarantor” and collectively, the “Guarantors”), with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), in connection with the Company’s issuance and exchange (the “Exchange Offer”) of up to $500,000,000 aggregate principal amount of its 3.844% Senior Notes due 2025 (the “New 2025 Notes”) for a like principal amount of the Company’s outstanding 3.844% Senior Notes due 2025 (the “Old 2025 Notes”) and $500,000,000 aggregate principal amount of its 4.200% Senior Notes due 2030 (the “New 2030 Notes” and, together with the New 2025 Notes, the “New Notes”) for a like principal amount of the Company’s outstanding 4.200% Senior Notes due 2030 (the “Old 2030 Notes” and, together with the Old 2025 Notes, the “Old Notes”), in each case in accordance with the terms of a Registration Rights Agreement, dated as of March 30, 2020, by and among the Company, the Guarantors and the initial purchasers of the Old Notes, which is filed as Exhibit 4.2 to the Registration Statement (the “Registration Rights Agreement”). The Old Notes are, and the New Notes will be, fully and unconditionally guaranteed as to payment of principal and interest on a senior unsecured basis by the Guarantors (the “Exchange Guarantees” and, together with the New Notes, the “Securities”). The Old Notes were issued, and the New Notes are to be issued, pursuant to an indenture, dated as of March 30, 2020 (the “Indenture”), between the Company, the Guarantors and Wells Fargo Bank, National Association, as trustee (the “Trustee”), which is filed as Exhibit 4.1 to the Registration Statement.

I (or attorneys under my supervision or at my request) have examined and relied upon (i) signed copies of the Registration Statement to be filed with the Commission, including the exhibits thereto; (ii) the Prospectus; (iii) the Indenture, including the terms of the Exchange Guarantees set forth therein; (iv) the Registration Rights Agreement; (v) the Old Notes; and (vi) the New Notes. I (or attorneys under my supervision or at my request) have also examined and relied upon the Articles of Incorporation, as amended, of each of the Covered Guarantors, the Bylaws of each of the Covered Guarantors and minutes of meetings of each Board of Directors of the Covered Guarantors as provided to me by the Covered Guarantors.

In my examination of the foregoing documents, I have assumed the genuineness of all signatures, the legal capacity of all signatories, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as copies, the authenticity of such original documents and the completeness and accuracy of the corporate minute books of the Covered Guarantors.

I have relied as to certain matters on information obtained from public officials and officers of the Covered Guarantors.
I express no opinion herein as to the laws of any state or jurisdiction other than the state laws of the State of Texas. I also express no opinion herein with respect to compliance by the Company or any Guarantor with the securities or “blue sky” laws of any state or other jurisdiction of the United States or of any foreign jurisdiction. I express no opinion and make no statement herein with respect to the antifraud laws of any jurisdiction.

I am of the opinion that (1) each Covered Guarantor is a corporation validly existing and in good standing under the laws of the State of Texas, (2) each Covered Guarantor has all requisite corporate power and authority to execute and deliver and perform its respective obligations under the Exchange Guarantees and to consummate the Exchange Offer, (3) the execution and delivery by each Covered Guarantor of, and the performance by such Covered Guarantor of its respective obligations under, the Indenture and the Exchange Guarantees and the consummation of the Exchange Offer have been duly authorized by such Covered Guarantor and (4) the Indenture has been duly executed and delivered by each of the Covered Guarantors.

Please note that I am opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and I disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments that might affect any matters or opinions set forth herein.

I hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of my name therein and in the related Prospectus and in any prospectus supplement under the caption “Legal Matters.” In giving such consent, I do not hereby admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Fermeen Fazal
Fermeen Fazal
Vice President and Chief Counsel
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November 10, 2020

G2, Inc.
c/o Huntington Ingalls Industries, Inc.
4101 Washington Avenue
Newport News, Virginia 23607

Re: G2, Inc., a Maryland corporation (the “Company”) – Offer by Huntington Ingalls Industries, Inc., a Delaware corporation of which the Company is a wholly-owned subsidiary (the “Issuer”), to (A) exchange up to $500,000,000 aggregate principal amount of the Issuer’s 3.844% Senior Notes due 2025 guaranteed by the Company (the “New 2025 Notes”) and registered under the Securities Act of 1933, as amended (the “Act”), pursuant to a Registration Statement on Form S-4 (the “Registration Statement”), for an equal aggregate principal amount of the Issuer’s outstanding 3.844% Senior Notes due 2025 guaranteed by the Company (the “Old 2025 Notes”), and (B) exchange up to $500,000,000 aggregate principal amount of the Issuer’s 4.200% Senior Notes due 2030 guaranteed by the Company (the “New 2030 Notes”, and together with the New 2025 Notes, collectively, the “Exchange Notes”) and registered under the Act pursuant to the Registration Statement, for an equal aggregate principal amount of the Issuer’s outstanding 4.200% Senior Notes due 2030 guaranteed by the Company (the “Old 2030 Notes”, and together with the Old 2025 Notes, collectively, the “Private Notes”)

Ladies and Gentlemen:

We have acted as Maryland corporate counsel to the Company in connection with the registration of the Exchange Notes under the Act pursuant to the Registration Statement filed or to be filed by the Issuer and the subsidiaries of the Issuer listed on Schedule A attached hereto (each, a “Guarantor” and collectively, the “Guarantors”), with the United States Securities and Exchange Commission (the “Commission”) on or about the date hereof. You have requested our opinion with respect to the matters set forth below.

We understand that the Private Notes were issued by the Issuer on or about March 30, 2020 under, and subject to the terms of, the Indenture (as defined herein), and that, pursuant to Article 10 of the Indenture, the Company has provided a full and unconditional guarantee with respect to the Private Notes. We further understand that, as contemplated by the Registration Rights Agreement (as defined herein), (i) the Exchange Notes with terms substantially identical
In our capacity as Maryland corporate counsel to the Company and for the purposes of this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (collectively, the “Documents”):

(i) the corporate charter of the Company (the “Charter”), consisting of Articles of Amendment and Restatement filed with the State Department of Assessments and Taxation of Maryland (the “Department”) on December 7, 2018;

(ii) the Bylaws of the Company, adopted as of February 25, 2019 (the “Bylaws”);

(iii) resolutions adopted by the Board of Directors (the “Board”) of the Company on March 24, 2020 (the “Directors’ Resolutions”);

(iv) the Registration Statement and the related prospectus, in substantially the form filed or to be filed with the Commission pursuant to the Act;

(v) a fully executed copy of the Registration Rights Agreement, dated March 30, 2020, by and among the Issuer, the Guarantors and BofA Securities, Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, as representatives of the initial purchasers (the “Registration Rights Agreement”);

(vi) a fully executed copy of the Indenture, dated as of March 30, 2020 (the “Indenture”), by and among the Issuer, the Guarantors and Wells Fargo Bank, National Association, as trustee;

(vii) a status certificate of the Department, dated as of a recent date, to the effect that the Company is duly incorporated and existing under the laws of the State of Maryland;

(viii) a certificate of Charles R. Monroe, Jr., the Secretary of the Company, and D. R. Wyatt the Treasurer of the Company, dated as of the date hereof (the “Officers’ Certificate”), to the effect that, among other things, the Charter, the Bylaws, the Organizational Minutes, and the Directors’ Resolutions are true, correct and complete, have not been rescinded or modified and
are in full force and effect on the date of the Officers’ Certificate, and certifying as to the manner of adoption or approval of the Directors’ Resolutions, the form, approval, execution and delivery of the Indenture (which Indenture includes the Exchange Guarantee) and the Registration Rights Agreement; and

(ix) such other documents and matters as we have deemed necessary and appropriate to render the opinions set forth in this letter, subject to the limitations, assumptions, and qualifications noted below.

In reaching the opinions set forth below, we have assumed the following:

(a) each person executing any of the Documents on behalf of any party (other than the Company) is duly authorized to do so;
(b) each natural person executing any of the Documents is legally competent to do so;
(c) each of the parties (other than the Company) executing any instrument, document or agreement reviewed by us has duly authorized and validly executed and delivered each such instrument, document and agreement to which such party is a signatory, and such party’s obligations set forth therein are legal, valid and binding and are enforceable in accordance with their respective terms;
(d) any of the Documents submitted to us as originals are authentic; the form and content of any Documents submitted to us as unexecuted drafts do not differ in any respect relevant to this opinion from the form and content of such documents as executed and delivered; any of the Documents submitted to us as certified, facsimile or photostatic copies conform to the original document; all signatures on all of the Documents are genuine; all public records reviewed or relied upon by us or on our behalf are true and complete; all statements and information contained in the Documents are true and complete; there has been no modification of, or amendment to, any of the Documents, and there has been no waiver of any provision of any of the Documents by action or omission of the parties or otherwise;
(e) the actions documented by the Directors’ Resolutions were taken at duly called meetings of directors at which a quorum of the Board or a committee thereof, as the case may be, was present, by the affirmative vote of a majority of the members of the Board present, or a committee thereof, as the case may be, or by unanimous consent by all incumbent members of the Board, or a committee thereof, as the case may be, all in accordance with the Charter and Bylaws of the Company;
(f) all representations, warranties, statements and responses to questions made in or pursuant to the Indenture and the Registration Rights Agreement by the Company and each other party thereto (other than representations and warranties of the Company as to legal matters on which an opinion is rendered herein) are true and correct;

(g) the Officers’ Certificate, and all other certificates submitted to us, are true, correct and complete both when made and as of the date hereof;

(h) the Company has not, and is not required to be, registered under the Investment Company Act of 1940;

(i) the Private Notes were, and the Exchange Notes will be, issued under and subject to the terms of the Indenture;

(j) the transactions consummated, and to be consummated, pursuant to the Indenture (including the Exchange Guarantee contained therein) and the Registration Rights Agreement have and will, as applicable, result in receipt by the Company of good and valuable consideration, and such transactions are fair and reasonable to the Company; and

(k) the Exchange Notes have been duly and validly authorized, and will be duly and validly executed and delivered, by the Issuer and will be issued solely in exchange for the Private Notes in an exchange offer pursuant to the Registration Statement in accordance with the Indenture and the Registration Rights Agreement; and the form, terms and conditions of the Exchange Notes will be substantially identical to those of the Private Notes, and in no event will the aggregate principal amount of the New 2025 Notes exceed $500,000,000, nor will the aggregate principal amount of the New 2030 Notes exceed $500,000,000.

Based on our review of the foregoing and subject to the assumptions and qualifications set forth herein, it is our opinion that, as of the date of this letter:

1. The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Maryland and has the requisite corporate power and authority to execute and deliver and perform its obligations under the Indenture (which includes the Exchange Guarantee) and Registration Rights Agreement.

2. The execution and delivery by the Company of the Indenture (which includes the Exchange Guarantee) and the Registration Rights Agreement have been duly authorized by all necessary corporate action on the part of the Company, and the Indenture (which includes the Exchange Guarantee) and the Registration Rights Agreement have been duly executed and delivered by the Company.
The foregoing opinion is limited to the laws of the State of Maryland, and we do not express any opinion herein concerning any other law. We express no opinion as to the applicability or effect of any federal or state securities laws, including the securities laws of the State of Maryland, or as to federal or state laws regarding fraudulent transfers. To the extent that any matter as to which our opinion is expressed herein would be governed by any jurisdiction other than the State of Maryland, we do not express any opinion on such matter.

This opinion letter is issued as of the date hereof and is necessarily limited to laws now in effect and facts and circumstances presently existing and brought to our attention. We assume no obligation to supplement this opinion letter if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that now exist or that occur or arise in the future and may change the opinions expressed herein after the date hereof.

We consent to your filing this opinion as an exhibit to the Registration Statement and further consent to the filing of this opinion as an exhibit to the applications to securities commissioners for the various states of the United States for registration of the Exchange Notes. We also consent to the identification of our firm as Maryland counsel to the Company in the section of the Registration Statement entitled “Legal Matters.” In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Act.

Very truly yours,

/s/ Ballard Spahr LLP
List of the Guarantors

Fleet Services Holding Corp.
Fulcrum IT Services, LLC
G2, Inc.
HII Energy Inc.
HII Fleet Support Group LLC
HII Mechanical Inc.
HII Mission Driven Innovative Government Solutions Inc.
HII Mission Driven Innovative Solutions Holding Company
HII Mission Driven Innovative Solutions Inc.
HII Mission Driven Innovative Technical Services LLC
HII Nuclear Inc.
HII San Diego Shipyard Inc.
HII Services Corporation
HII Technical Solutions Corporation
HII Unmanned Maritime Systems, Inc.
Huntington Ingalls Engineering Services, Inc.
Huntington Ingalls Incorporated
Huntington Ingalls Industries Energy and Environmental Services, Inc.
Huntington Ingalls Unmanned Maritime Systems, Inc.
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The PTR Group, LLC
Universal Ensco, Inc.
UniversalPegasus International Holdings, Inc.
UniversalPegasus International, Inc.
UP International, Inc.
UP Support Services, Inc.
Veritas Analytics, Inc.
CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-4 of our reports dated February 13, 2020 relating to the financial statements of Huntington Ingalls Industries, Inc. (the “Company”) and the effectiveness of the Company’s internal control over financial reporting, appearing in the Annual Report on Form 10-K of the Company for the year ended December 31, 2019. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ Deloitte & Touche LLP

Richmond, Virginia

November 10, 2020
FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)

WELLS FARGO BANK, NATIONAL ASSOCIATION
(Exact name of trustee as specified in its charter)

A National Banking Association
(Jurisdiction of incorporation or organization if not a U.S. national bank) 94-1347393
(I.R.S. Employer Identification No.)

101 North Phillips Avenue
Sioux Falls, South Dakota 57104
(Address of principal executive offices)

Wells Fargo & Company
Law Department, Trust Section
MAC N9305-175
Sixth Street and Marquette Avenue, 17th Floor
Minneapolis, Minnesota 55479
(612) 667-4608
(Name, address and telephone number of agent for service)

HUNTINGTON INGALLS INDUSTRIES, INC.
(Exact name of obligor as specified in its charter)

Delaware 90-0607005
(State or other jurisdiction of incorporation or organization)
(I.R.S. Employer Identification No.)

4101 Washington Avenue
Newport News, Virginia 23607
(Address of principal executive offices)
(Zip code)
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<td>Virginia</td>
<td>54-1932458</td>
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The address for each of the Additional Registrants is

```
c/o Huntington Ingalls Industries, Inc.
4101 Washington Avenue
Newport News, Virginia 23607
(Address of principal executive offices)
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3.844% Senior Notes due 2025
Guarantees of 3.844% Senior Notes due 2025
4.200% Senior Notes due 2030
Guarantees of 4.200% Senior Notes due 2030

(Title of the indenture securities)
Item 1. **General Information.** Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

- Comptroller of the Currency
  Treasury Department
  Washington, D.C.

- Federal Deposit Insurance Corporation
  Washington, D.C.

- Federal Reserve Bank of San Francisco
  San Francisco, California 94120

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

Item 2. **Affiliations with Obligor.** If the obligor is an affiliate of the trustee, describe each such affiliation.

None with respect to the trustee.

No responses are included for Items 3-14 of this Form T-1 because the obligor is not in default as provided under Item 13.

Item 15. **Foreign Trustee.** Not applicable.

Item 16. **List of Exhibits.** List below all exhibits filed as a part of this Statement of Eligibility.

- **Exhibit 1.** A copy of the Articles of Association of the trustee now in effect.*
- **Exhibit 4.** A copy of By-laws of the trustee as now in effect.*
- **Exhibit 5.** Not applicable.
- **Exhibit 6.** The consent of the trustee required by Section 321(b) of the Act.*
- **Exhibit 7.** A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
- **Exhibit 8.** Not applicable.
- **Exhibit 9.** Not applicable.

* Incorporated by reference to the exhibit of the same number to the trustee’s Form T-1 filed as an exhibit to a Form S-3AR filing of December 20, 2019 under file number 333-235649.
Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York on the 29th day of October, 2020.

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ Alexander Pabon
Alexander Pabon
Assistant Vice President
**Exhibit 7**

Consolidated Report of Condition of
Wells Fargo Bank National Association
of 101 North Phillips Avenue, Sioux Falls, SD 57104
And Foreign and Domestic Subsidiaries,

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>Dollar Amounts In Millions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash and balances due from depository institutions:</strong></td>
<td></td>
</tr>
<tr>
<td>Noninterest-bearing balances and currency and coin</td>
<td>$24,026</td>
</tr>
<tr>
<td>Interest-bearing balances</td>
<td>$234,953</td>
</tr>
<tr>
<td><strong>Securities:</strong></td>
<td></td>
</tr>
<tr>
<td>Held-to-maturity securities</td>
<td>$168,952</td>
</tr>
<tr>
<td>Available-for-sale securities</td>
<td>$220,190</td>
</tr>
<tr>
<td>Equity Securities with readily determinable fair value not held for trading</td>
<td>$295</td>
</tr>
<tr>
<td><strong>Federal funds sold and securities purchased under agreements to resell:</strong></td>
<td></td>
</tr>
<tr>
<td>Federal funds sold in domestic offices</td>
<td>$23</td>
</tr>
<tr>
<td>Securities purchased under agreements to resell</td>
<td>$69,768</td>
</tr>
<tr>
<td><strong>Loans and lease financing receivables:</strong></td>
<td></td>
</tr>
<tr>
<td>Loans and leases held for sale</td>
<td>$31,851</td>
</tr>
<tr>
<td>Loans and leases held for investment</td>
<td>$901,533</td>
</tr>
<tr>
<td>LESS: Allowance for loan and lease losses</td>
<td>$18,587</td>
</tr>
<tr>
<td>Loans and leases held for investment, net of allowance</td>
<td>$882,946</td>
</tr>
<tr>
<td><strong>Trading Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Premises and fixed assets (including capitalized leases)</td>
<td>$11,582</td>
</tr>
<tr>
<td>Other real estate owned</td>
<td>$190</td>
</tr>
<tr>
<td>Investments in unconsolidated subsidiaries and associated companies</td>
<td>$13,135</td>
</tr>
<tr>
<td>Direct and indirect investments in real estate ventures</td>
<td>$23</td>
</tr>
<tr>
<td>Intangible assets</td>
<td>$31,115</td>
</tr>
<tr>
<td>Other assets</td>
<td>$56,522</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>$1,799,940</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITIES</th>
<th>Dollar Amounts In Millions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deposits:</strong></td>
<td></td>
</tr>
<tr>
<td>In domestic offices</td>
<td>$1,464,907</td>
</tr>
<tr>
<td>Noninterest-bearing</td>
<td>$522,621</td>
</tr>
<tr>
<td>Interest-bearing</td>
<td>$942,286</td>
</tr>
<tr>
<td>In foreign offices, Edge and Agreement subsidiaries, and IBFs</td>
<td>$36,301</td>
</tr>
<tr>
<td>Noninterest-bearing</td>
<td>$851</td>
</tr>
<tr>
<td>Interest-bearing</td>
<td>$35,450</td>
</tr>
<tr>
<td>Federal funds purchased and securities sold under agreements to repurchase:</td>
<td></td>
</tr>
<tr>
<td>Federal funds purchased in domestic offices</td>
<td>$10,047</td>
</tr>
<tr>
<td>Securities sold under agreements to repurchase</td>
<td>$6,465</td>
</tr>
<tr>
<td><strong>Trading liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Trading liabilities</td>
<td>$11,918</td>
</tr>
<tr>
<td>Other borrowed money (Includes mortgage indebtedness)</td>
<td>$56,468</td>
</tr>
<tr>
<td>Subordinated notes and debentures</td>
<td>$12,503</td>
</tr>
<tr>
<td>Other liabilities</td>
<td>$32,879</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td>$1,631,488</td>
</tr>
</tbody>
</table>
### EQUITY CAPITAL

<table>
<thead>
<tr>
<th>Description</th>
<th>Dollar Amounts (in Millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perpetual preferred stock and related surplus</td>
<td>$ 0</td>
</tr>
<tr>
<td>Common stock</td>
<td>$ 519</td>
</tr>
<tr>
<td>Surplus (exclude all surplus related to preferred stock)</td>
<td>$ 114,730</td>
</tr>
<tr>
<td>Retained earnings</td>
<td>$ 51,212</td>
</tr>
<tr>
<td>Accumulated other comprehensive income</td>
<td>$ 1,959</td>
</tr>
<tr>
<td>Other equity capital components</td>
<td>$ 0</td>
</tr>
<tr>
<td>Total bank equity capital</td>
<td>$ 168,420</td>
</tr>
<tr>
<td>Noncontrolling (minority) interests in consolidated subsidiaries</td>
<td>$ 32</td>
</tr>
<tr>
<td>Total equity capital</td>
<td>$ 168,452</td>
</tr>
<tr>
<td>Total liabilities, and equity capital</td>
<td>$ 1,799,940</td>
</tr>
</tbody>
</table>

I, John R. Shrewsberry, Sr. EVP & CFO of the above-named bank do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

John R. Shrewsberry  
Sr. EVP & CFO

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Directors  
Maria R. Morris  
Theodore F. Craver, Jr.  
Juan A. Pujadas
LETTER OF TRANSMITTAL

Relating to

HUNTINGTON INGALLS INDUSTRIES, INC.

Offer to Exchange

up to $500,000,000 3.844% Senior Notes due 2025 that have been registered under
the Securities Act of 1933, as amended (the “Securities Act”), for any and all of
our outstanding unregistered 3.844% Senior Notes due 2025

and

up to $500,000,000 4.200% Senior Notes due 2030 that have been registered under
the Securities Act, for any and all of
our outstanding unregistered 4.200% Senior Notes due 2030

Pursuant to the Prospectus, dated , 2020

The exchange offer will expire at 5:00 p.m., New York City time, on , 2020, unless extended (such date and time, as they may be
extended, the “expiration date”). We do not currently intend to extend the expiration date. Tenders of Old Notes may be withdrawn at any time
prior to the expiration date.

The exchange agent for the exchange offer is:

Wells Fargo Bank, National Association

By Overnight Courier, Registered / Certified Mail and by Hand:
Wells Fargo Bank, N.A., as exchange agent
CTSO Mail Operations
MAC N9300-070
600 South Fourth Street 7th floor
Minneapolis, MN 55402
3.844% Senior Notes due 2025
4.200% Senior Notes due 2030

To Confirm by Telephone:
1-917-260-1548

By Facsimile Transmission
(for eligible institutions only):
1-866-969-4026

Delivery of this Letter of Transmittal to an Address Other Than as Set Forth Above Will Not Constitute a Valid Delivery.
This document relates to the exchange offer made by Huntington Ingalls Industries, Inc. whereby we are offering $500,000,000 aggregate principal amount of new 3.844% Senior Notes due 2025 (the “New 2025 Notes”) and $500,000,000 aggregate principal amount of new 4.200% Senior Notes due 2030 (the “New 2030 Notes”) and, together with the New 2025 Notes, the “New Notes”) in exchange for an equal amount of outstanding 3.844% Senior Notes due 2025 (the “Old 2025 Notes”) and 4.200% Senior Notes due 2030 (the “Old 2030 Notes” and, together with the Old 2025 Notes, the “Old Notes”).

The exchange offer is described in the Prospectus, dated , 2020 (as it may be amended or supplemented from time to time, the “Prospectus”) and in this Letter of Transmittal. All terms and conditions contained, or otherwise referred to, in the Prospectus are deemed to be incorporated in, and form a part of, this Letter of Transmittal. Therefore, you are urged to read carefully the Prospectus and the items referred to in the Prospectus. The terms and conditions contained in the Prospectus, together with the terms and conditions governing this Letter of Transmittal and the instructions herein, are collectively referred to as the “terms and conditions of the exchange offer.”

Upon the satisfaction or waiver of the conditions to the acceptance of Old Notes set forth in the Prospectus under “Description of the Exchange Offer—Conditions to the Exchange Offer,” we will accept for settlement Old Notes that have been validly tendered (and not subsequently validly withdrawn). We will deliver the New Notes on a date (the “settlement date”) promptly after the expiration date.

This Letter of Transmittal is to be used by a holder of Old Notes either if certificates representing Old Notes are to be physically delivered herewith, or delivery of Old Notes is to be made by book-entry transfer to the account maintained by Wells Fargo Bank, National Association (the “Exchange Agent”) at The Depository Trust Company (“DTC”) pursuant to the procedures set forth in the Prospectus under the caption “Description of the Exchange Offer—Procedures for Tendering” and an “agent’s message” is not delivered or being transmitted through ATOP (defined below) as described in the Prospectus under the caption “Description of the Exchange Offer—Procedures for Tendering.”

Tenders by book-entry transfer may also be made by delivering an agent’s message in lieu of this Letter of Transmittal pursuant to DTC’s Automated Tender Offer Program (“ATOP”). See procedures set forth in the Prospectus under the caption “Description of the Exchange Offer—Procedures for Tendering.” You should allow sufficient time for completion of the ATOP procedure with DTC if used for tendering your Old Notes prior to the expiration date. By using the ATOP procedures to exchange Old Notes, you will not be required to deliver an executed copy of this Letter of Transmittal to the Exchange Agent. However, you will be bound by its terms just as if you had signed it.

Delivery of documents to DTC does not constitute delivery to the Exchange Agent.

The term “holder” with respect to the exchange offer for Old Notes means any person in whose name such Old Notes are registered on the books of the registrar for the Old Notes, any person who holds such Old Notes and has obtained a properly completed bond power from the registered holder or any participant in the DTC system whose name appears on a security position listing as the holder of such Old Notes and who desires to deliver such Old Notes by book-entry transfer at DTC.

Please read the entire Letter of Transmittal and the Prospectus carefully before checking any box below. The instructions included with this Letter of Transmittal must be followed. Questions and requests for assistance or for additional copies of the Prospectus and this Letter of Transmittal may be directed to the Exchange Agent.

List below the Old Notes tendered under this Letter of Transmittal. If the space below is inadequate, list the registered numbers and principal amounts on a separate signed schedule and affix the list to this Letter of Transmittal.

Please note: You do not need to complete the below if your Old Notes are to be tendered by book-entry transfer and an agent’s message is delivered in lieu hereof pursuant to DTC’s ATOP. Please see the section captioned “Description of the Exchange Offer—Procedures for Tendering” in the Prospectus.
## DESCRIPTION OF OLD NOTES TENDERED

<table>
<thead>
<tr>
<th>Old Note(s) Tendered</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### Name(s) and Address(es) of the DTC Participant(s) or Registered Holder(s) Exactly as Name(s) Appear(s) on Certificates Representing Old Notes (Please Fill In, If Blank)

<table>
<thead>
<tr>
<th>Registered Certificate Number(s)*</th>
<th>Series</th>
<th>Aggregate Principal Amount Represented by Note(s)</th>
<th>Principal Amount Tendered**</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

* Need not be completed by book-entry holders

** Unless otherwise indicated, any tendering holder of Old Notes will be deemed to have tendered the entire aggregate principal amount represented by such Old Notes. All tenders must be in minimum principal amounts of $2,000 and integral multiples of $1,000 in excess thereof

☐ CHECK HERE IF TENDERED OLD NOTES ARE ENCLOSED HEREWITH.

☐ CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: ________________________________

Address: ________________________________

________________________________________________________________________

Telephone/Facsimile No. for Notices: ________________________________

Boxes below to be Checked by Eligible Institutions (as defined in Instruction 4 below) Only

☐ CHECK HERE AND COMPLETE THE FOLLOWING IF TENDERED OLD NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC.

Name of Tendering Institution: ________________________________

DTC Account Number(s): ________________________________

Transaction Code Number(s): ________________________________
□ CHECK HERE AND COMPLETE THE FOLLOWING IF TENDERED OLD NOTES ARE BEING DELIVERED PURSUANT TO A
NOTICE OF GUARANTEED DELIVERY.

Name(s) of Registered Holder(s):

Window Ticket Number (if any):

Date of Execution of Notice of Guaranteed Delivery:

Name of Eligible Institution that Guaranteed Delivery:

If Guaranteed Delivery is to be made by book-entry transfer:

Name of Tendering Institution:

Account Number:

Transaction Code Number:
Ladies and Gentlemen:

Subject to the terms and conditions of the exchange offer, the undersigned hereby tenders to Huntington Ingalls Industries, Inc. (the "Company") for exchange the principal amount of the series of Old Notes indicated above. Subject to, and effective upon, the acceptance for exchange of the principal amount of such series of Old Notes tendered in accordance with this Letter of Transmittal, the undersigned hereby exchanges, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to such Old Notes tendered for exchange hereby.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent the true and lawful agent and attorney-in-fact for the undersigned (with full knowledge that said Exchange Agent also acts as the agent for the Company in connection with the exchange offer) with respect to the tendered Old Notes with full power of substitution to:

- deliver such Old Notes, or transfer ownership of such Old Notes on the account books maintained by DTC, to the Company, as applicable, and deliver all accompanying evidences of transfer and authenticity; and
- present such Old Notes for transfer on the books of the Company and receive all benefits and otherwise exercise all rights of beneficial ownership of such Old Notes, all in accordance with the terms of the exchange offer.

The undersigned hereby irrevocably constitute and appoints the Exchange Agent the true and lawful agent and attorney-in-fact for the undersigned (with full knowledge that said Exchange Agent also acts as the agent for the Company in connection with the exchange offer) with respect to the tendered Old Notes with full power of substitution to:

- deliver such Old Notes, or transfer ownership of such Old Notes on the account books maintained by DTC, to the Company, as applicable, and deliver all accompanying evidences of transfer and authenticity; and
- present such Old Notes for transfer on the books of the Company and receive all benefits and otherwise exercise all rights of beneficial ownership of such Old Notes, all in accordance with the terms of the exchange offer.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, exchange, assign and transfer the Old Notes tendered hereby and to acquire the New Notes issuable upon the exchange of such tendered Old Notes, and that the Company will acquire good and marketable title to the Old Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right, when the same are accepted for exchange by the Company.

The undersigned acknowledges that the exchange offer is being made in reliance upon interpretations set forth in no-action letters issued to third parties by the staff of the Securities and Exchange Commission (the "SEC"), including *Exxon Capital Holdings Corporation* (available May 13, 1988), *Morgan Stanley & Co. Incorporated* (available June 5, 1991), *Mary Kay Cosmetics, Inc.* (available June 5, 1991), *Shearman & Sterling* (available July 2, 1993) and similar no-action letters (the "Prior No-Action Letters"), that the New Notes issued in exchange for the Old Notes pursuant to the exchange offer may be offered for resale, resold and otherwise transferred by holders thereof (other than any holder that is a broker-dealer who purchased Old Notes directly from the Company for resale and any holder that is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act (except for prospectus delivery obligations applicable to certain broker-dealers), *provided* that such New Notes are acquired in the ordinary course of such holders' business and such holders have no arrangement or understanding with any person or entity to participate in the distribution (within the meaning of the Securities Act) of such New Notes in violation of the Securities Act. The SEC has not, however, considered this exchange offer in the context of a no-action letter, and there can be no assurance that the staff of the SEC would make a similar determination with respect to the exchange offer as it has in other circumstances.

The undersigned hereby further represents to the Company that (i) any New Notes received will be acquired in the ordinary course of business of the undersigned; (ii) the undersigned does not have an arrangement or understanding with any person or entity to participate in the distribution (within the meaning of the Securities Act) of the New Notes in violation of the Securities Act; (iii) the undersigned is not an "affiliate" of the Company, within the meaning of Rule 405 of the Securities Act; (iv) if the undersigned is not a broker-dealer, the undersigned is not engaged in, and does not intend to engage in, a distribution (within the meaning of the
Securities Act) of the New Notes; or (b) if the undersigned is a broker-dealer that will receive New Notes for its own account in exchange for Old Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of the New Notes; provided, however, that by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act; and (v) the undersigned is not acting on behalf of any person or entity who could not truthfully make the statements set forth in (i) through (iv) above.

The undersigned acknowledges that if the undersigned is an “affiliate” of the Company (within the meaning of Rule 405 of the Securities Act) or is tendering Old Notes in the exchange offer with the intention of participating in any manner in a distribution of the New Notes:

• the undersigned cannot rely on the position of the staff of the SEC set forth in the Prior No-Action Letters and, in the absence of an exemption therefrom, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the New Notes, in which case the registration statement must contain the selling security holder information required by Item 507 or Item 508, as applicable, of Regulation S-K under the Securities Act; and
• failure to comply with such requirements in such instance could result in the undersigned incurring liability for which the undersigned will not be indemnified by the Company.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Company to be necessary or desirable to complete the exchange, assignment and transfer of the Old Notes tendered hereby, including the transfer of such Old Notes on the account books maintained by DTC.

For purposes of the exchange offer, the Company shall be deemed to have accepted for exchange validly tendered Old Notes that have not been validly withdrawn when, and if, the Company gives oral or written notice of acceptance to the Exchange Agent. Any tendered Old Notes that are not accepted for exchange pursuant to the exchange offer for any reason will be returned, without expense, to the undersigned promptly after the expiration date.

All authority conferred or agreed to be conferred by this Letter of Transmittal shall survive the death, incapacity or dissolution of the undersigned, and every obligation of the undersigned under this Letter of Transmittal shall be binding upon the undersigned’s successors, assigns, heirs, executors, administrators, personal representatives, trustees in bankruptcy and legal representatives. This tender may be withdrawn only in accordance with the procedures set forth in the Prospectus under the caption “Description of the Exchange Offer—Withdrawal of Tenders.”

The undersigned acknowledges that the acceptance by the Company of properly tendered Old Notes pursuant to the procedures described under the caption “Description of the Exchange Offer—Procedures for Tendering” in the Prospectus and in the instructions hereto will constitute a binding agreement between the undersigned, on one hand, and the Company, on the other, upon the terms and subject to the conditions of the exchange offer. The representations, warranties and agreements of the undersigned contained in this Letter of Transmittal will be deemed to be repeated and reconfirmed on and as of the expiration date and the settlement date of the exchange offer, which will be promptly following the expiration date.

The exchange offer is subject to certain conditions set forth in the Prospectus under the caption “Description of the Exchange Offer—Conditions to the Exchange Offer.” The undersigned recognizes that as a result of these conditions (which may be waived, in whole or in part, by the Company), the Company may not be required to exchange any of the Old Notes tendered hereby.

Unless otherwise indicated under “Special Issuance Instructions,” the undersigned hereby directs that the New Notes be issued in the name(s) of the undersigned or, in the case of a book-entry tender of Old Notes, that the New Notes be credited to the account indicated above maintained at DTC. Similarly, unless otherwise


indicated under “Special Delivery Instructions,” the undersigned hereby directs that the New Notes (and any accompanying documents) be delivered to the address shown below the undersigned’s signature.

If the undersigned has (1) tendered any Old Notes that are not exchanged in the exchange offer for any reason or (2) submitted certificates for more Old Notes than the undersigned wishes to tender, unless otherwise indicated under “Special Issuance Instructions” or “Special Delivery Instructions,” the undersigned hereby directs that certificates for any Old Notes that are not tendered or not exchanged should be issued in the name of the undersigned, if applicable, and delivered to the address shown below the undersigned’s signature(s) or, in the case of a book-entry transfer of Old Notes, that Old Notes that are not tendered or not exchanged be credited to the account indicated above maintained at DTC, in each case, at the Company’s expense, promptly following the expiration or termination of the exchange offer.

The undersigned recognizes that the Company has no obligation pursuant to the “Special Issuance Instructions” or “Special Delivery Instructions” to transfer any Old Notes from the name of the registered holder(s) thereof if the Company does not accept for exchange any of the Old Notes so tendered for exchange.
SPECIAL ISSUANCE INSTRUCTIONS  
(SEE INSTRUCTIONS 4 AND 5)

To be completed ONLY if (i) Old Notes in a principal amount not tendered, or New Notes issued in exchange for Old Notes accepted for exchange, are to be issued in the name of someone other than the undersigned, or (ii) Old Notes tendered by book-entry transfer that are not exchanged are to be returned by credit to an account maintained at DTC other than the DTC Account Number set forth above.

☐ Issue New Notes to:
☐ Issue Old Notes to:

Name: ________________________________

Address: ________________________________  
(Include ZIP Code)

(Taxpayer Identification or Social Security Number)

(See Instruction 7 below.)

(Please Type or Print)

SPECIAL DELIVERY INSTRUCTIONS  
(SEE INSTRUCTIONS 4 AND 5)

To be completed ONLY if Old Notes in a principal amount not tendered, or New Notes issued in exchange for Old Notes accepted for exchange, are to be mailed or delivered to someone other than the undersigned, or to the undersigned at an address other than that shown below the undersigned’s signature.

☐ Mail or deliver New Notes to:
☐ Mail or deliver Old Notes to:

Name: ________________________________

Address: ________________________________  
(Include ZIP Code)

(Taxpayer Identification or Social Security Number)

(See Instruction 7 below.)

(Please Type or Print)

☐ Credit unexchanged Old Notes delivered by book-entry transfer to the DTC account number set forth below:

DTC Account Number: ________________________________
SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ ACCOMPANYING INSTRUCTIONS
(complete accompanying IRS Form W-9 below)

(Signature(s) of Registered Holder(s) of Old Notes)

Dated ___________________________

(The above lines must be signed by the registered holder(s) of Old Notes as your/their name(s) appear(s) on the Old Notes or on a security position listing, or by person(s) authorized to become registered holder(s) by a properly completed bond power from the registered holder(s), a copy of which must be transmitted with this Letter of Transmittal. If Old Notes to which this Letter of Transmittal relate are held of record by two or more joint holders, then all such holders must sign this Letter of Transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, then such person must (i) set forth his or her full title below and (ii) unless waived by the Company, submit evidence satisfactory to the Company of such person’s authority to so act. See Instruction 4 regarding signatures on this Letter of Transmittal, printed below.)

Name(s): ___________________________

(Please Type or Print)

Capacity (Full Title): ___________________________

Address: ___________________________

(Include ZIP Code)

Area Code and Telephone Number: ___________________________

Taxpayer Identification Number: ___________________________

MEDALLION SIGNATURE GUARANTEE
(if required by Instruction 4)

Certain signatures must be guaranteed by an Eligible Institution (as defined in the instructions below). Please read Instruction 4 of this Letter of Transmittal to determine whether a signature guarantee is required for the tender of your Old Notes.

Signature(s) Guaranteed by an Eligible Institution:

(Authorized Signature)

______________________________

(Title)

______________________________

(Name of Firm)

______________________________

/Area Code and Telephone Number/

Dated: ___________________________
1. Delivery of this Letter of Transmittal and Old Notes or Agent’s Message and Book-Entry Confirmations. This Letter of Transmittal is to be completed by tendering holders of Old Notes if (i) certificates for physically tendered Old Notes are to be delivered or (ii) tenders are to be made pursuant to the procedures for delivery by book-entry transfer under DTC’s Automated Tender Offer Program (“ATOP”) set forth in the Prospectus under “Description of the Exchange Offer—Procedures for Tendering” and an agent’s message, which is described further below, is not delivered.

Tenders by book-entry transfer may also be made by delivering an agent’s message in lieu of this Letter of Transmittal. The term “agent’s message” means a message, transmitted by DTC to and received by the Exchange Agent, which states that DTC has received an express acknowledgment from the tendering DTC participant, which acknowledgment states that such participant has received and agrees to be bound by the Letter of Transmittal and that the Company may enforce the Letter of Transmittal against such participant. Certificates for Old Notes or a confirmation of a book-entry transfer to the Exchange Agent’s account at DTC of Old Notes transferred by book-entry transfer (a “Book-Entry Confirmation”), as well as a properly completed and duly executed Letter of Transmittal (or facsimile hereof or, in the case of a book-entry transfer using ATOP, an agent’s message in lieu hereof) and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at the address set forth herein prior to the expiration date, or the tendering holder must comply with the guaranteed delivery procedures set forth in Instruction 14 below.

Holders who tender their Old Notes through DTC’s ATOP procedures shall be bound by, but need not complete, this Letter of Transmittal; thus, a Letter of Transmittal need not accompany tenders effected through ATOP.

Any financial institution that is a participant in DTC may electronically transmit its acceptance of the exchange offer by causing DTC to transfer Old Notes in accordance with DTC’s ATOP procedures for such transfer prior to the expiration date.

The method of delivery of the tendered Old Notes, this Letter of Transmittal, any Notice of Guaranteed Delivery and all other required documents to the Exchange Agent is at the election and risk of the holder and, except as otherwise provided below, the delivery will be deemed made only when actually received or confirmed by the Exchange Agent. Delivery of any such documents to DTC will not constitute valid delivery to the Exchange Agent. Instead of delivery by mail, it is recommended that the holder use an overnight or courier service, properly insured, with return receipt requested. In all cases, sufficient time should be allowed to assure delivery to the Exchange Agent before the expiration date. NO OLD NOTES, LETTERS OF TRANSMITTAL, NOTICES OF GUARANTEED DELIVERY OR ANY OTHER REQUIRED DOCUMENTS SHOULD BE SENT TO THE COMPANY.

2. Tender by Holder. Only a registered holder of Old Notes may tender such Old Notes in the exchange offer. Any beneficial holder of Old Notes who is not the registered holder and who wishes to tender should arrange with the registered holder to execute and deliver this Letter of Transmittal on such beneficial holder’s behalf or must, prior to completing and executing this Letter of Transmittal and delivering such beneficial holder’s Old Notes, either make appropriate arrangements to register ownership of the Old Notes in such holder’s name or obtain a properly completed bond power from the registered holder.

3. Partial Tenders. Tenders of Old Notes will be accepted only in minimum principal amounts of $2,000 and integral multiples of $1,000 in excess thereof. If less than the entire principal amount of any Old Notes is tendered, the tendering holder should fill in the principal amount tendered in the fourth column of the box entitled “Description of Old Notes Tendered” above. The entire principal amount of Old Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated. If the entire principal amount of all Old Notes is not tendered, then Old Notes for the principal amount of Old Notes not tendered and New Notes issued in exchange for any Old Notes accepted will be returned to the holder promptly after the expiration or termination of the exchange offer.
4. **Signatures on this Letter of Transmittal; Bond Powers and Endorsements; Medallion Guarantee of Signatures.** If this Letter of Transmittal (or facsimile hereof) is signed by the record holder(s) of the Old Notes tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the Old Notes without alteration, enlargement or any change whatsoever. If this Letter of Transmittal (or facsimile hereof) is signed by a participant in DTC, the signature must correspond with the name as it appears on the security position listing as the holder of the Old Notes. If any tendered Old Notes are owned of record by two or more joint owners, all of such owners must sign this Letter of Transmittal.

If this Letter of Transmittal (or facsimile hereof) is signed by the record holder(s) of Old Notes tendered hereby and the New Notes issued in exchange therefor are to be issued (or any untendered principal amount of Old Notes is to be reissued) to the registered holder(s), then said holder(s) need not and should not endorse any tendered Old Notes, nor provide a separate bond power. In any other case, such holder(s) must either properly endorse the Old Notes tendered or transmit a properly completed separate bond power with this Letter of Transmittal, with the signatures on the endorsement or bond power guaranteed by a firm that is a member of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States or an “eligible guarantor institution” within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, in each case that is a participant in the Securities Transfer Agents’ Medallion Program, the New York Stock Exchange Medallion Program or the Stock Exchanges’ Medallion Program approved by the Securities Transfer Association Inc. (each, an “Eligible Institution”).

If this Letter of Transmittal (or facsimile hereof) or any Old Notes or bond powers are signed by one or more trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Company, evidence satisfactory to the Company of their authority to so act must be submitted with this Letter of Transmittal.

No signature guarantee is required if:

- this Letter of Transmittal (or facsimile hereof) is signed by the registered holder(s) of the Old Notes tendered herein (or by a participant in DTC whose name appears on a security position listing as the owner of the tendered Old Notes) and the New Notes are to be issued directly to such registered holder(s) (or, if signed by a participant in DTC, deposited to such participant’s account at DTC) and neither the box entitled “Special Issuance Instructions” nor the box entitled “Special Delivery Instructions” has been completed; or
- such Old Notes are tendered for the account of an Eligible Institution.

In all other cases, all signatures on this Letter of Transmittal (or facsimile hereof) must be guaranteed by an Eligible Institution.

5. **Special Issuance and Delivery Instructions.** Tendering holders should indicate, in the applicable box or boxes, the name and address to which New Notes or substitute Old Notes for principal amounts not tendered or not accepted for exchange are to be issued or sent, if different from the name and address of the person signing this Letter of Transmittal. In the case of issuance in a different name, the taxpayer identification number (see Instruction 7 below) of the person named must also be indicated. Holders tendering Old Notes by book-entry transfer may request that Old Notes not exchanged be credited to such account maintained at DTC as such holder may designate hereon. If no such instructions are given, such Old Notes not exchanged will be returned to the name and address (or account number) of the person signing this Letter of Transmittal.

6. **Transfer Taxes.** The Company will pay or cause to be paid all transfer taxes, if any, applicable to the exchange of Old Notes pursuant to the exchange offer. If, however, a transfer tax is imposed for any reason other than the exchange of Old Notes pursuant to the exchange offer, including in the event that a tendering holder instructs the Company to register New Notes in the name of, or requests that Old Notes not tendered or not accepted in the exchange offer be returned to, a person other than the registered tendering holder, then the
amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with this Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering holder and the Exchange Agent will retain possession of an amount of New Notes with a face amount at least equal to the amount of such transfer taxes due by such tendering holder pending receipt by the Exchange Agent of the amount of such taxes.

7. Taxpayer Identification Number. Federal income tax law requires that a holder of any Old Notes or New Notes must provide the Company (as payer) with its correct taxpayer identification number (“TIN”), which, in the case of a holder who is an individual, is his or her social security number. If the Company is not provided with the correct TIN, the holder or payee may be subject to a $50 penalty imposed by the Internal Revenue Service and backup withholding, currently at a rate of 24%, on interest payments on the New Notes.

To prevent backup withholding, each tendering holder must provide such holder’s correct TIN by completing the IRS Form W-9 set forth herein, certifying that the TIN provided is correct (or that such holder is awaiting a TIN), that the holder is a U.S. person (including a U.S. resident alien) as defined in the instructions to IRS Form W-9, and that (i) the holder has not been notified by the Internal Revenue Service that such holder is subject to backup withholding as a result of failure to report all interest or dividends or (ii) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding. If the New Notes will be registered in more than one name or will not be in the name of the actual owner, consult the instructions to IRS Form W-9 for information on which TIN to report. If such holder does not have, but has applied or intends to apply for, a TIN, such holder should consult the instructions to IRS Form W-9. Backup withholding, currently at a rate of 24%, may apply to interest payments on the New Notes until a TIN is provided. Certain holders are not subject to the backup withholding and reporting requirements. These holders, which we refer to as exempt holders, include certain foreign persons (other than U.S. resident aliens) and persons listed in the instructions to IRS Form W-9 as payees exempt from backup withholding. Exempt holders (other than certain foreign persons) should indicate their exempt status on the IRS Form W-9.

A foreign person (other than a U.S. resident alien) may qualify as an exempt holder by submitting to the Exchange Agent a properly completed Internal Revenue Service Form W-8BEN or W-8BEN-E or other applicable Form W-8, signed under penalties of perjury, attesting to that holder’s exempt status. The applicable IRS Form W-8 may be obtained from the Exchange Agent.

The Company reserves the right in its sole discretion to take whatever steps are necessary to comply with the Company’s obligations regarding backup withholding. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained provided that the required information is timely furnished to the IRS.

8. Validity of Tenders. All questions as to the validity, form, eligibility, time of receipt, acceptance and withdrawal of tendered Old Notes will be reasonably determined by the Company in its sole discretion, which determination will be final and binding. The Company reserves the absolute right to reject any and all Old Notes not properly tendered or any Old Notes the Company’s acceptance of which would, in the opinion of the Company’s counsel, be unlawful. The Company also reserves the absolute right to waive any conditions of the exchange offer or defects or irregularities of tender as to particular Old Notes. The Company’s interpretation of the terms and conditions of the exchange offer shall be final and binding on all parties. Unless waived, all defects or irregularities in connection with tenders of Old Notes must be cured within such time as the Company shall determine. None of the Company, the Exchange Agent or any other person shall be under any duty to give notification of defects or irregularities with respect to tenders of Old Notes nor shall any of them incur any liability for failure to give such notification.

9. Waiver of Conditions. The Company in its sole discretion reserves the absolute right to waive, in whole or part, any of the conditions to the exchange offer set forth in the Prospectus.

10. No Conditional Tender. No alternative, conditional, irregular or contingent tender of Old Notes will be accepted.
11. **Mutilated, Lost, Wrongfully Taken or Destroyed Old Notes.** Any holder whose Old Notes have been mutilated, lost, wrongfully taken or destroyed should contact the Exchange Agent at the address indicated above for further instructions. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing mutilated, lost, wrongfully taken or destroyed Old Notes have been followed.

12. **Requests for Assistance or Additional Copies.** Requests for assistance or for additional copies of the Prospectus or this Letter of Transmittal may be directed to the Exchange Agent at the address or telephone number set forth on the cover page of this Letter of Transmittal. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the exchange offer.

13. **Withdrawal.** Tenders may be withdrawn only in accordance with the procedures set forth in the Prospectus under the caption “Description of the Exchange Offer—Withdrawal of Tenders.”

14. **Guaranteed Delivery Procedures.** Holders of Old Notes who wish to tender their Old Notes and (1) whose Old Notes are not immediately available, (2) who cannot deliver their Old Notes, the Letter of Transmittal or any other documents required to be delivered to the Exchange Agent prior to the expiration date or (3) who cannot complete the procedures for delivery by book-entry transfers prior to the expiration date, may effect a tender if:

- the tender is made through an Eligible Institution;
- prior to the expiration date, the Exchange Agent receives from such holder and the Eligible Institution a properly completed and duly executed Notice of Guaranteed Delivery by mail or hand delivery setting forth the name and address of the holder, the certificate numbers of numbers of the tendered Old Notes and the principal amount of tendered Old Notes, stating that the tender is being made thereby and guaranteeing that, prior to 5:00 p.m., New York City time, within three (3) business days after the expiration date, the tendered Old Notes, a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a book-entry transfer using ATOP, an agent’s message in lieu thereof) and any other required documents will be deposited by the Eligible Institution with the Exchange Agent; and
- a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a book-entry transfer using ATOP, an agent’s message in lieu thereof) and any other required documents will be deposited by the Eligible Institution with the Exchange Agent prior to 5:00 p.m., New York City time, within three (3) business days after the expiration date.

Any holder who wishes to tender Old Notes pursuant to the guaranteed delivery procedures described above must ensure that the Exchange Agent receives the Notice of Guaranteed Delivery relating to such Old Notes prior to the expiration date. Failure to complete the guaranteed delivery procedures outlined above will not, of itself, affect the validity or effect a revocation of any Letter of Transmittal form properly completed and executed by a holder who attempted to use the guaranteed delivery procedures.

**IMPORTANT:** This Letter of Transmittal or a manually signed facsimile hereof or, in the case of a book-entry transfer using ATOP, an agent’s message in lieu hereof (together with the Old Notes delivered by book-entry transfer or in original hard copy form and all other required documents or the Notice of Guaranteed Delivery) must be received by the Exchange Agent prior to the expiration date.

**ALL TENDERING HOLDERS MUST COMPLETE THE FOLLOWING IRS FORM W-9 (OR COMPLETE THE APPLICABLE IRS FORM W-8).**
LETTER TO REGISTERED HOLDERS AND THE DEPOSITORY
TRUST COMPANY PARTICIPANTS

Relating to

HUNTINGTON INGALLS INDUSTRIES, INC.

Offer to Exchange

up to $500,000,000 3.844% Senior Notes due 2025 that have been registered under
the Securities Act of 1933, as amended (the “Securities Act”), for any and all of
our outstanding unregistered 3.844% Senior Notes due 2025

and

up to $500,000,000 4.200% Senior Notes due 2030 that have been registered under
the Securities Act, for any and all of
our outstanding unregistered 4.200% Senior Notes due 2030

Pursuant to the Prospectus, dated , 2020

To Registered Holders and The Depository Trust Company Participants:

This document relates to the exchange offer made by Huntington Ingalls Industries, Inc. whereby we are offering $500,000,000 aggregate principal amount of new 3.844% Senior Notes due 2025 and $500,000,000 aggregate principal amount of new 4.200% Senior Notes due 2030 in exchange for an equal amount of outstanding 3.844% Senior Notes due 2025 (the “Old 2025 Notes”) and 4.200% Senior Notes due 2030 (the “Old 2030 Notes” and, together with the Old 2025 Notes, the “Old Notes”).

We are requesting that you contact your clients for whom you hold Old Notes regarding the exchange offer. For your information and for forwarding to your clients for whom you hold Old Notes registered in your name or in the name of your nominee, or who hold Old Notes registered in their own names, we are enclosing the following documents:

1. Prospectus, dated , 2020;

2. Letter of Transmittal, together with accompanying IRS Form W-9 and instructions thereto;

3. A Notice of Guaranteed Delivery to be used to accept the exchange offer if, prior to the expiration date, Old Notes are not immediately available, if time will not permit delivery of Old Notes, the Letter of Transmittal or any other document that is required to be delivered to the exchange agent or if the procedures for book-entry transfer cannot be completed; and

4. A form of letter that may be sent to your clients for whose account you hold Old Notes registered in your name or the name of your nominee, with space provided for obtaining such clients’ instructions with regard to the exchange offer.
Your prompt action is requested. The exchange offer will expire at 5:00 p.m., New York City time, on [ ], 2020, unless extended (such date and time, as they may be extended, the “expiration date”). We do not currently intend to extend the expiration date. Tenders of Old Notes may be withdrawn at any time prior to the expiration date.

To participate in the exchange offer, a properly completed and duly executed Letter of Transmittal (or a facsimile thereof or, in the case of a book-entry transfer, an agent’s message in lieu thereof), with any required signature guarantees and any other required documents, must be sent to the exchange agent and certificates representing the Old Notes must be delivered to the exchange agent (or book-entry transfer of the Old Notes must be made into the exchange agent’s account at DTC), all in accordance with the instructions set forth in the Letter of Transmittal and the Prospectus.

Any inquiries you may have with respect to the exchange offer or requests for additional copies of the enclosed materials should be directed to the exchange agent at its address and telephone number set forth on the front of the Letter of Transmittal.

Very truly yours,

HUNTINGTON INGALLS INDUSTRIES, INC.

NOTHING HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF HUNTINGTON INGALLS INDUSTRIES, INC. OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF EITHER OF THEM WITH RESPECT TO THE EXCHANGE OFFER, EXCEPT FOR STATEMENTS EXPRESSLY MADE IN THE PROSPECTUS OR THE LETTER OF TRANSMITTAL.
LETTER TO CLIENTS

Relating to

HUNTINGTON INGALLS INDUSTRIES, INC.

Offer to Exchange

up to $500,000,000 3.844% Senior Notes due 2025 that have been registered under the Securities Act of 1933, as amended (the “Securities Act”), for any and all of our outstanding unregistered 3.844% Senior Notes due 2025

and

up to $500,000,000 4.200% Senior Notes due 2030 that have been registered under the Securities Act, for any and all of our outstanding unregistered 4.200% Senior Notes due 2030

Pursuant to the Prospectus, dated , 2020

To Our Clients:

Enclosed for your consideration is a Prospectus, dated , 2020 (as it may be amended or supplemented from time to time, the “Prospectus”), and the Letter of Transmittal relating to the exchange offer of Huntington Ingalls Industries, Inc., a Delaware corporation (the “Company”), whereby the Company is offering, upon the terms and subject to the conditions of the Prospectus, $500,000,000 aggregate principal amount of new 3.844% Senior Notes due 2025 (the “New 2025 Notes”) and $500,000,000 aggregate principal amount of new 4.200% Senior Notes due 2030 (the “New 2030 Notes”) and, together with the New 2025 Notes, the “New Notes”) in exchange for an equal amount of outstanding 3.844% Senior Notes due 2025 (the “Old 2025 Notes”) and 4.200% Senior Notes due 2030 (the “Old 2030 Notes” and, together with the Old 2025 Notes, the “Old Notes”).

The exchange offer is intended to satisfy certain obligations of the Company contained in the Registration Rights Agreement, dated as of March 30, 2020, by and among the Company and the initial purchasers of the Old Notes.

This material is being forwarded to you as the beneficial owner of the Old Notes carried by us for your account but not registered in your name. A tender of such Old Notes may only be made by us as the holder of record and pursuant to your instructions, unless you obtain a properly completed bond power from us or arrange to have the Old Notes registered in your name.

Accordingly, we request instructions as to whether you wish us to tender on your behalf the Old Notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed Prospectus and Letter of Transmittal.

Please forward your instructions to us as promptly as possible in order to permit us to tender the Old Notes on your behalf in accordance with the provisions of the exchange offer. The exchange offer will expire at 5:00 p.m., New York City time, on , 2020, unless extended (such date and time, as they may be extended, the “expiration date”). The Company does not currently intend to extend the expiration date. Any Old Notes tendered pursuant to the exchange offer may be withdrawn any time prior to the expiration date.
Your attention is directed to the following:

1. The exchange offer is described in and subject to the terms and conditions set forth in the Prospectus and the Letter of Transmittal.

2. The exchange offer is for any and all Old Notes.

3. The Company will be deemed to accept validly tendered Old Notes when, and if, the Company gives oral or written notice of acceptance to the exchange agent. Subject to the terms and conditions of the exchange offer, delivery of the New Notes will be made by the exchange agent on the settlement date, which will be promptly after the expiration date of the exchange offer, following receipt of the Company’s notice of acceptance.

4. Any transfer taxes incident to the transfer of Old Notes from the holder to the Company will be paid by the Company, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

5. The exchange offer expires at 5:00 p.m., New York City time, on , 2020, unless extended by the Company. The Company does not currently intend to extend the exchange offer.

If you wish to have us tender your Old Notes, please instruct us to do so by completing, executing and returning to us the instruction form on the back of this letter.

The Letter of Transmittal is furnished to you for information only and may not be used directly by you to tender Old Notes, unless you obtain a properly completed bond power from us or arrange to have the Old Notes registered in your name.
INSTRUCTIONS WITH RESPECT TO THE EXCHANGE OFFER

The undersigned acknowledge(s) receipt of this letter and the enclosed materials referred to herein relating to the exchange offer made by the Company with respect to the Old Notes.

This will instruct you to tender the Old Notes held by you for the account of the undersigned, upon and subject to the terms and conditions set forth in the Prospectus and the related Letter of Transmittal.

☐ Please tender the Old Notes held by you for the account of the undersigned as indicated below:

**Aggregate Principal Amount of Old Notes**

<table>
<thead>
<tr>
<th>Aggregate Principal Amount of Old Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.844% Senior Notes due 2025</td>
</tr>
<tr>
<td>(must be in an amount equal to $2,000 principal amount or integral multiples of $1,000 in excess thereof)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Aggregate Principal Amount of Old Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.200% Senior Notes due 2030</td>
</tr>
<tr>
<td>(must be in an amount equal to $2,000 principal amount or integral multiples of $1,000 in excess thereof)</td>
</tr>
</tbody>
</table>

☐ Please do not tender any Old Notes held by you for the account of the undersigned.

________________________________________
Signature(s)

Please print name(s) here

Dated: ________________________________

________________________________________
Address(es)

________________________________________
Area Code(s) and Telephone Number(s)

________________________________________
Tax Identification or Social Security No(s).

None of the Old Notes held by us for your account will be tendered unless we receive written instructions from you to do so. Unless a specific contrary instruction is given in the space provided, your signature(s) hereon shall constitute an instruction to us to tender all the Old Notes held by us for your account.
NOTICE OF GUARANTEED DELIVERY

Relating to

HUNTINGTON INGALLS INDUSTRIES, INC.

Offer to Exchange

up to $500,000,000 3.844% Senior Notes due 2025 that have been registered under
the Securities Act of 1933, as amended (the “Securities Act”), for any and all of
our outstanding unregistered 3.844% Senior Notes due 2025

and

up to $500,000,000 4.200% Senior Notes due 2030 that have been registered under
the Securities Act, for any and all of
our outstanding unregistered 4.200% Senior Notes due 2030

Pursuant to the Prospectus, dated , 2020

The exchange offer will expire at 5:00 p.m. New York City time on , 2020, unless extended (such date and time, as they may be extended, the “expiration date”). Huntington Ingalls Industries, Inc. does not currently intend to extend the expiration date. Tenders of Old Notes may be withdrawn prior to the expiration date.

This Notice of Guaranteed Delivery, or one substantially equivalent to this form, and the related Letter of Transmittal (the “Letter of Transmittal”) must be used to accept the exchange offer (as defined below) of Huntington Ingalls Industries, Inc., a Delaware corporation (the “Company”), made pursuant to the Prospectus, dated , 2020 (as it may be amended or supplemented from time to time, the “Prospectus”), if (1) certificates for the Company’s outstanding $500,000,000 aggregate principal amount of 3.844% Senior Notes due 2025 (the “Old 2025 Notes”) and $500,000,000 aggregate principal amount of 4.200% Senior Notes due 2030 (the “Old 2030 Notes” and, together with the Old 2025 Notes, the “Old Notes”), issued on March 30, 2020, are not immediately available, (2) the Old Notes, the Letter of Transmittal or any other document required to be delivered cannot be delivered to Wells Fargo Bank, National Association (the “exchange agent”) prior to the expiration date or (3) the procedures for delivery by book-entry transfer cannot be completed prior to the expiration date.

This Notice of Guaranteed Delivery must be delivered by mail or hand delivery only to the exchange agent as set forth below. In addition, in order to utilize the guaranteed delivery procedures to tender the Old Notes pursuant to the exchange offer, a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a book-entry transfer, an agent’s message in lieu thereof) and any other required documents and tendered Old Notes in proper form for transfer (or confirmation of a book-entry transfer of such Old Notes into the exchange agent’s account at The Depository Trust Company (“DTC”)) must also be received by the exchange agent prior to 5:00 p.m., New York City time, within three (3) business days after the expiration date.
The exchange agent for the exchange offer is:

**Wells Fargo Bank, National Association**

*By Overnight Courier, Registered / Certified Mail and by Hand:*

Wells Fargo Bank, N.A., as exchange agent

CTSO Mail Operations

MAC N9300-070

600 S 4th Street, 7th floor

Minneapolis MN 55415

3.844% Senior Notes due 2025

4.200% Senior Notes due 2030

*To Confirm by Telephone:*

1-917-260-1548

*By Facsimile Transmission*

(for eligible institutions only):

1-866-969-4026

**Delivery of This Notice of Guaranteed Delivery to an Address Other Than as Set Forth Above Will Not Constitue a Valid Delivery.**

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an “Eligible Institution” under the instructions to the Letter of Transmittal, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

**Ladies and Gentlemen:**

The undersigned hereby tenders to the Company, upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal (which together constitute the “exchange offer”), receipt of which are hereby acknowledged, the aggregate principal amount of Old Notes set forth below pursuant to the guaranteed delivery procedures described under the heading “Description of the Exchange Offer—Procedures for Tendering—Guaranteed Delivery Procedures” in the Prospectus and Instruction 14 of the Letter of Transmittal. Delivery of documents to DTC does not constitute delivery to the exchange agent.

Name(s) of Registered Holder(s):

(Please Print or Type)

Address(es):

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2
Principal Amount of Old Notes Tendered:* $ $ $ 
Series Certificate No(s). (if available): 

* Must be in minimum denominations of $2,000 principal amount or integral multiples of $1,000 in excess thereof.

If Old Notes will be delivered by book-entry transfer to DTC, provide the DTC account number and transaction number.

DTC Account Number ________________________________________________________

Transaction Number _______________________________________________________

All authority conferred or agreed to be conferred in this Notice of Guaranteed Delivery shall survive the death, incapacity or dissolution of the undersigned, and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the undersigned’s successors, assigns, heirs, executors, administrators, personal representatives, trustees in bankruptcy and legal representatives.

PLEASE SIGN HERE

Must be signed by the holder(s) of Old Notes as their name(s) appear(s) on certificates for Old Notes or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsement and documents transmitted with this Notice of Guaranteed Delivery.

Signature(s) of Holder(s) or Authorized Signatory __________________________________________ Date __________

Area Code and Telephone Number: _______________________________________________________

If signature is by attorney-in-fact, trustee, executor, administrator, guardian, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below.

Please print name(s) and address(es)

Name(s) of Holder(s) ________________________________________________________________

Title/Capacity: ________________________________________________________________

Address(es): ________________________________________________________________
GUARANTEE OF DELIVERY
(Not to be Used for Signature Guarantee)

The undersigned, a member of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or a correspondent in the United States or an “eligible guarantor institution” within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, in each case, that is a participant in the Securities Transfer Agents’ Medallion Program, the New York Stock Exchange Medallion Program or the Stock Exchanges’ Medallion Program approved by the Securities Transfer Association Inc., hereby guarantees that the undersigned will deliver to the exchange agent the certificate(s) representing the Old Notes being tendered by this Notice of Guaranteed Delivery in proper form for transfer (or a confirmation of book-entry transfer of such Old Notes into the exchange agent’s account at the book-entry transfer facility of DTC) with a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a book-entry transfer, an agent’s message in lieu thereof) and any other required documents, all within three (3) business days after the expiration date.

Name of Firm: __________________________________________

Authorized Signature: ______________________________________

Name: __________________________________________________

(Please Type or Print)

Title: ____________________________________________________

Address: ________________________________________________

Zip Code: ________________________________________________

Area Code and Telephone Number: ___________________________

Dated: ___________________________, 2020

The institution that completes this form must communicate the guarantee to the exchange agent by the expiration date and must deliver the certificates representing any Old Notes (or a confirmation of book-entry transfer of such Old Notes into the exchange agent’s account at DTC), the Letter of Transmittal (or facsimile thereof or, in the case of a book-entry transfer, an agent’s message in lieu thereof) and any other required documents to the exchange agent within the time period shown in this Notice of Guaranteed Delivery. Failure to do so could result in a financial loss to such institution.

NOTE: DO NOT SEND CERTIFICATES OF OLD NOTES WITH THIS FORM. CERTIFICATES OF OLD NOTES SHOULD ONLY BE SENT WITH YOUR LETTER OF TRANSMITTAL.