

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

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

January 27, 2025  
Date of Report (Date of earliest event reported)



Redwire Corporation

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	001-39733 (Commission File Number)	88-1818410 (I.R.S. Employer Identification Number)
8226 Philips Highway, Suite 101 Jacksonville, Florida 32256 (Address of principal executive offices and zip code)		
(650) 701-7722 (Registrant's telephone number, including area code)		

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.0001 par value per share	RDW	New York Stock Exchange
Warrants, each to purchase one share of Common Stock	RDW WS	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 13(a) of the Exchange Act.

### **Item 7.01 - Regulation FD Disclosures**

On January 27, 2025, Redwire Corporation (the “Company” or “Redwire”), distributed videos of a CNBC interview of Redwire's Chairman, Chief Executive Officer and President, Peter Cannito, on X, Facebook and Linked-In. The transcript of such interview is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Additionally, in response to inquiries received in connection with the previously announced merger agreement to acquire Edge Autonomy Intermediate Holdings, LLC, a Delaware limited liability company (together with its subsidiaries, “Edge Autonomy”), as reported on our Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on January 21, 2025, the Company is (i) disclosing that for the last twelve month period ended September 30, 2024, revenue derived from sales to Ukraine, including the Ukraine Ministry of Defense (either directly or indirectly) was less than 30% of Edge Autonomy's total revenue and (ii) identifying publicly available third-party sources of background information of general interest with respect to the broader aerospace industry in which Redwire and Edge Autonomy operate:

- **Global government space spending:** <https://spacenews.com/defense-spending-propels-government-space-budgets-to-new-heights/>
- **Launch summary 2024:** <https://www.spacefoundation.org/2025/01/21/the-space-report-2024-q4/>
- **NASA 2025 Budget Request Materials:** <https://www.nasa.gov/fy-2025-budget-request/>
- **ESA 3-year budget:** [https://www.esa.int/Newsroom/Press\\_Releases/Ministers\\_back\\_ESA\\_s\\_bold\\_ambitions\\_for\\_space\\_with\\_record\\_17\\_rise](https://www.esa.int/Newsroom/Press_Releases/Ministers_back_ESA_s_bold_ambitions_for_space_with_record_17_rise)
- **DoD Budget Request Materials for 2025:** <https://comptroller.defense.gov/Budget-Materials/Budget2025/>
- **U.S. Air Force, including Space Force:** <https://www.tealgroup.com/index.php/teal-group-media-news-briefs-2/teal-group-news-media/item/military-uas-sector-study-released>
- **UAS Industry:** <https://www.tealgroup.com/index.php/teal-group-media-news-briefs-2/teal-group-news-media/item/military-uas-sector-study-released>

Information available at the above third-party websites is provided solely as a source of background information of general interest with respect to the broader aerospace industry in which the Company and Edge Autonomy operate and references thereto shall not be deemed to be incorporated by reference herein, nor shall such references imply that either of the Company or Edge Autonomy has involved itself in the preparation of such information, has explicitly or implicitly adopted, approved, verified or endorsed such information, makes any representation with respect to the accuracy, usefulness or reliability thereof or has referenced such information for any other purpose. In addition, any such information should be read in conjunction with the risk factors and statements regarding forward-looking information set forth below and in the Company’s periodic and other reports filed with the SEC.

The information set forth in Item 7.01 of this Form 8-K shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific references in such a filing.

### **Item 9.01 - Financial Statements and Exhibits**

(d) The following exhibits are being filed herewith:

<b>Exhibit No.</b>	<b>Description</b>
99.1	Interview distributed on media platforms, dated January 27, 2025.
99.2*	Voting Agreement, dated January 20, 2025, by and among Redwire Corporation and Genesis Park II LP.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

\*Corrected version which supersedes previously filed exhibit.

#### Additional Information and Where to Find It

Redwire will file with the SEC a proxy statement relating to a special meeting of Redwire's stockholders (the "proxy statement"). STOCKHOLDERS ARE URGED TO CAREFULLY READ THE PROXY STATEMENT AND ANY OTHER RELEVANT DOCUMENTS TO BE FILED WITH THE SEC IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT REDWIRE, EDGE AUTONOMY, THE TRANSACTION AND RELATED MATTERS. Stockholders will be able to obtain free copies of the proxy statement and other documents filed with the SEC by the parties through the website maintained by the SEC at [www.sec.gov](http://www.sec.gov). In addition, investors and stockholders will be able to obtain free copies of the proxy statement and other documents filed with the SEC by the parties on investor relations section of Redwire's website at [redwirespace.com](http://redwirespace.com).

#### Participants in the Solicitation

Redwire and its directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of Redwire in respect of the proposed business combination contemplated by the proxy statement. Information regarding the persons who are, under the rules of the SEC, participants in the solicitation of the stockholders of Redwire, respectively, in connection with the proposed business combination, including a description of their direct or indirect interests, by security holdings or otherwise, will be set forth in the proxy statement when it is filed with the SEC. Information regarding Redwire's directors and executive officers is contained in Redwire's Annual Report on Form 10-K for the year ended December 31, 2023 and its Proxy Statement on Schedule 14A, dated April 22, 2024, which are filed with the SEC.

#### No Offer or Solicitation

This communication is not intended to and does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed business combination or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law.

#### Forward-Looking Statements

Readers are cautioned that the statements contained in this communication regarding expectations of our performance or other matters that may affect our or the combined company's business, results of operations, or financial condition are "forward-looking statements" as defined by the "safe harbor" provisions in the Private Securities Litigation Reform Act of 1995. Such statements are made in reliance on the safe harbor provisions of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. All statements, other than statements of historical fact, included or incorporated in this communication, including statements regarding our or the combined company's strategy, financial projections, including the prospective financial information provided in this communication, financial position, funding for continued operations, cash reserves, liquidity, projected costs, plans, projects, awards and contracts, and objectives of management, the entry into the potential business combination, the expected benefits from the proposed business combination, the expected performance of the combined company, the expectations regarding financing the proposed business combination, among others, are forward-looking statements. Words such as "expect," "anticipate," "should," "believe," "target," "continued," "project," "plan," "opportunity," "estimate," "potential," "predict," "demonstrates," "may," "will," "could," "intend," "shall," "possible," "forecast," "trends," "contemplate," "would," "approximately," "likely," "outlook," "schedule," "pipeline," and variations of these terms or the negative of these terms and similar expressions are intended to identify these forward-looking statements, but the absence of these words does not mean that a statement is not forward looking. These forward-looking statements are not guarantees of future performance, conditions or results. Forward-looking statements are subject to a number of risks and uncertainties, many of which involve factors or circumstances that are beyond our control.

These factors and circumstances include, but are not limited to: (1) risks associated with the continued economic uncertainty, including high inflation, supply chain challenges, labor shortages, increased labor costs, high interest rates, foreign currency exchange volatility, concerns of economic slowdown or recession and reduced spending or suspension of investment in new or enhanced projects; (2) the failure of financial institutions or transactional counterparties; (3) Redwire's limited operating history and history of losses to date as well as the limited operating history of Edge Autonomy and the relatively novel nature of the drone industry; (4) the inability to successfully integrate recently completed and future acquisitions, including the proposed business combination with Edge Autonomy, as well as the failure to realize the anticipated benefits of the transaction or to realize estimated projected combined company results; (5) the development and continued refinement of many of Redwire's and the combined company's proprietary technologies, products and service offerings; (6) competition with new or existing companies; (7) the possibility that Redwire's expectations and assumptions relating to future results and projections with respect to Redwire or Edge Autonomy may prove incorrect; (8) adverse publicity stemming from any incident or perceived risk involving Redwire, Edge Autonomy, the combined company, or their competitors; (9) unsatisfactory performance of our and the combined company's products resulting from challenges in the space environment, extreme space weather events, the environments in which drones operate, including in combat or other areas

where hostilities may occur, or otherwise; (10) the emerging nature of the market for in-space infrastructure services and the market for drones and related services; (11) inability to realize benefits from new offerings or the application of our or the combined company's technologies; (12) the inability to convert orders in backlog into revenue; (13) our and the combined company's dependence on U.S. and foreign government contracts, which are only partially funded and subject to immediate termination, or which may be influenced by the level of military activities and related spending such as in or with respect to the war in Ukraine; (14) the fact that we are and the combined company will be subject to stringent economic sanctions, and trade control laws and regulations; (15) the need for substantial additional funding to finance our and the combined company's operations, which may not be available when needed, on acceptable terms or at all; (16) the dilution of existing holders of our common stock that will result from the issuance of additional shares of common stock as consideration for the acquisition of Edge Autonomy, as well as the issuance of common stock in any offering that may be undertaken in connection with such acquisition; (17) the fact that the issuance and sale of shares of our Series A Convertible Preferred Stock has reduced the relative voting power of holders of our common stock and diluted the ownership of holders of our capital stock; (18) the ability to achieve the conditions to cause, or timing of, any mandatory conversion of the Series A Convertible Preferred stock into common stock; (19) the fact that AE Industrial Partners and Bain Capital have significant influence over us, which could limit your ability to influence the outcome of key transactions; (20) provisions in our Certificate of Designation with respect to our Series A Convertible Preferred Stock may delay or prevent our acquisition by a third party, which could also reduce the market price of our capital stock; (21) the fact that our Series A Convertible Preferred Stock has rights, preferences and privileges that are not held by, and are preferential to, the rights of holders of our other outstanding capital stock; (22) the possibility of sales of a substantial amount of our common stock by our current stockholders, as well as the equity owners of Edge Autonomy following consummation of the transaction, which sales could cause the price of our common stock and warrants to fall; (23) the impact of the issuance of additional shares of Series A Convertible Preferred Stock as pay in kind dividends on the price and market for our common stock; (24) the volatility of the trading price of our common stock and warrants; (25) risks related to short sellers of our common stock; (26) Redwire's or the combined company's inability to report our financial condition or results of operations accurately or timely as a result of identified material weaknesses in internal control over financial reporting, as well as the possible need to expand or improve Edge Autonomy's financial reporting systems and controls; (27) the possibility that the closing conditions under the merger agreement necessary to consummate the merger between Redwire and Edge Autonomy will not be satisfied; (28) the effect of any announcement or pendency of the proposed business combination on Redwire's or Edge Autonomy's business relationships, operating results and business generally; (29) risks that the proposed business combination disrupts current plans and operations of Redwire or Edge Autonomy; (30) the ability of Redwire or the combined company to raise financing in connection with the proposed business combination or to finance its operations in the future; (31) the impact of any increase in the combined company's indebtedness incurred to fund working capital or other corporate needs, including the repayment of Edge Autonomy's outstanding indebtedness and transaction expenses incurred to acquire Edge Autonomy, as well as debt covenants that may limit the combined company's activities, flexibility or ability to take advantage of business opportunities, and the effect of debt service on the availability of cash to fund investment in the business; (32) the ability to implement business plans, forecasts and other expectations after the completion of the proposed transaction, and identify and realize additional opportunities; (33) costs related to the transaction; and (34) other risks and uncertainties described in our most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q and those indicated from time to time in other documents filed or to be filed with the SEC by Redwire. The forward-looking statements contained in this communication are based on our current expectations and beliefs concerning future developments and their potential effects on us. If underlying assumptions to forward-looking statements prove inaccurate, or if known or unknown risks or uncertainties materialize, actual results could vary materially from those anticipated, estimated, or projected. The forward-looking statements contained in this communication are made as of the date of this communication, and Redwire disclaims any intention or obligation, other than imposed by law, to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. Persons reading this communication are cautioned not to place undue reliance on forward-looking statements.

#### Use of Data

Industry and market data used in this communication have been obtained from third-party industry publications and sources, as well as from research reports prepared for other purposes. Redwire or Edge Autonomy have not independently verified the data obtained from these sources and cannot assure you of the data's accuracy or completeness. This data is subject to change. Statements other than historical facts, including, but not limited to, those concerning market conditions or trends, consumer or customer preferences or other similar concepts with respect to Redwire, Edge Autonomy and the expected combined company, are based on current expectations, estimates, projections, targets, opinions and/or beliefs of Redwire or, when applicable, of one or more third-party sources. Such statements involve known and unknown risks, uncertainties and other factors, and undue reliance should not be placed thereon. In addition, no representation or warranty is made with respect to the reasonableness of any estimates, forecasts, illustrations, prospects or returns, which should be regarded as illustrative only, or that any profits will be realized. The metrics regarding select aspects of Redwire's, Edge Autonomy's and the expected combined company's operations were selected by Redwire or its subsidiaries on a subjective basis. Such metrics are provided solely for illustrative purposes to demonstrate elements of Redwire's businesses, are incomplete, and are not necessarily indicative of Redwire's, Edge Autonomy's or their subsidiaries' performance or overall operations. There can be no assurance that historical trends will continue.

The Edge Autonomy financial information, including non-GAAP measures, for the last twelve months ended September 30, 2024 and year ended December 31, 2024, included in this communication is unaudited and subject to change. The historical financial information, including any related non-GAAP information, for Edge Autonomy is subject to the finalization of year-end financial and accounting procedures (which are in process of being performed) and should not be viewed as a substitute for audited results prepared in accordance with U.S. generally accepted accounting principles. The actual results may be materially different from the unaudited results, and therefore undue reliance should not be placed on the unaudited information.

#### Use of Projections

The financial outlook and projections, estimates and targets in this communication are forward-looking statements that are based on assumptions that are inherently subject to significant uncertainty and contingencies, many of which are beyond Redwire's or Edge Autonomy's control. Neither Redwire nor Edge Autonomy's independent auditors have audited, reviewed, compiled or performed any procedures with respect to the financial projections for purposes of inclusion in this communication, and, accordingly, they did not express an opinion or provide any other form of assurance with respect thereto for the purposes of this communication. While all financial projections, estimates and targets are necessarily speculative, Redwire believes that the preparation of prospective financial information involves increasingly higher levels of uncertainty the further out the projection, estimate or target extends from the date of preparation. The assumptions and estimates underlying the projected, expected or target results for Redwire, Edge Autonomy and the combined company are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the financial projections, estimates and targets. The inclusion of financial projections, estimates and targets in this communication should not be regarded as an indication that Redwire, or its representatives, considered or consider the financial projections, estimates or targets to be a reliable prediction of future events. Further, inclusion of the prospective financial information in this communication should not be regarded as a representation by any person that the results contained in the prospective financial information will be achieved.

#### Non-GAAP Financial Information

This communication contains financial measures that have not been prepared in accordance with United States Generally Accepted Accounting Principles ("U.S. GAAP"). These financial measures include forecasted Adjusted EBITDA and Free Cash Flow for Redwire assuming completion of the acquisition of Edge Autonomy.

Non-GAAP financial measures are used to supplement the financial information presented on a U.S. GAAP basis and should not be considered in isolation or as a substitute for the relevant U.S. GAAP measures and should be read in conjunction with information presented on a U.S. GAAP basis. Because not all companies use identical calculations, our presentation of Non-GAAP measures may not be comparable to other similarly titled measures of other companies. We encourage investors and stockholders to review our financial statements and publicly-filed reports in their entirety and not to rely on any single financial measure. As soliciting material that is filed pursuant to Rule 14a-12, this communication is exempt from the requirements of Regulation G and Item 10(e) of Reg. S-K with respect to Non-GAAP financial measure disclosure.

Adjusted EBITDA is defined as net income (loss) adjusted for interest expense, net, income tax expense (benefit), depreciation and amortization, impairment expense, acquisition deal costs, acquisition integration costs, acquisition earnout costs, purchase accounting fair value adjustment related to deferred revenue, severance costs, capital market and advisory fees, litigation-related expenses, write-off of long-lived assets, gains on sale of joint ventures, equity-based compensation, committed equity facility transaction costs, debt financing costs, and warrant liability change in fair value adjustments. Free Cash Flow is computed as net cash provided by (used in) operating activities less capital expenditures.

We use Adjusted EBITDA to evaluate our operating performance, generate future operating plans, and make strategic decisions, including those relating to operating expenses and the allocation of internal resources. We use Free Cash Flow as a useful indicator of liquidity to evaluate our period-over-period operating cash generation that will be used to service our debt, and can be used to invest in future growth through new business development activities and/or acquisitions, among other uses. Free Cash Flow does not represent the total increase or decrease in our cash balance, and it should not be inferred that the entire amount of Free Cash Flow is available for discretionary expenditures, since we have mandatory debt service requirements and other non-discretionary expenditures that are not deducted from this measure.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: January 27, 2025

**Redwire Corporation**

By: /s/ Jonathan Baliff

Name: Jonathan Baliff

Title: Chief Financial Officer and Director

On January 27, 2025, Redwire Corporation distributed videos of a CNBC interview with Redwire President, CEO and Chairman, Peter Cannito, including the broadcasted and full interview by publishing posts on each of the media platforms; X, Facebook, and Linked-In. Below includes the posts published on each aforementioned media platform and transcripts of the interviews.

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**Redwire Space** @RedwireSpace · 3m


Redwire Chairman and CEO Peter Cannito joined @MorganLBrennan on @CNBCOvertime last week to discuss the recent acquisition of Edge Autonomy and the company's transformation as a global defense tech company. See full interview here. [youtu.be/GbgtI2McqQY?si...](https://youtu.be/GbgtI2McqQY?si...)



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Redwire Space 9+  

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**Redwire Space** Posted by Tere Riley Just now · 

Redwire Chairman and CEO Peter Cannito joined Morgan Brennan on **CNBC Overtime** last week to discuss the recent acquisition of Edge Autonomy and the company's transformation as a global defense tech company.

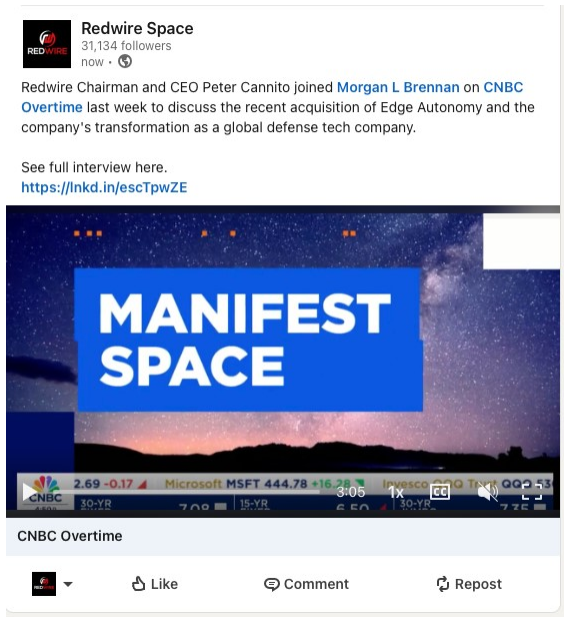
See full interview here.



youtube.com

**Redwire CEO Pete Cannito on major acquisition, defense tech expansion, and space innovation**

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**CNBC Overtime Interview - Broadcast**  
**January 22, 2025**

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**Presenters**

**Morgan Brennan, CNBC**

**Peter Cannito, Redwire President, CEO & Chairman**

**Jon Fortt, CNBC**

**Morgan Brennan**

Another space stock that's on the move this week – Redwire. Shares sliding today after the space company stock shot up 50% yesterday on deal news. Redwire, which bioprints organs in space and supplies parts to satellites announcing it will acquire aerial drone maker Edge Autonomy for \$925 million dollars in cash and stock.

Now Redwire's CEO Pete Cannito says national security work is already Redwire's fastest growing business, but Edge Autonomy expands the company's role as a defense tech company beyond just space.

**Peter Cannito**

This is Redwire leaning into that idea of being a multi-domain company of both space and autonomous airborne platforms. And if you think about what we did with our last acquisition of Hera, where we brought in these additional autonomous space-based platforms, now we're adding the autonomous aerial platforms and the goal would be longer-term for us to build system-of-systems where these autonomous spacecraft collaborate with autonomous airborne platforms in order to realize that vision of an all-domain warfighting concept.

**Morgan Brennan**

So, Redwire won a Pentagon contract last year to build what is essentially an orbital drone and that really helps spur this strategy to create a one-stop shop for "platform" coverage, so think enabling those unmanned systems to collaborate and share data from the surface of the Earth to the surface of the Moon and beyond.

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Now Edge Autonomy which has drones deployed in places like Ukraine that adds the Earth part for Redwire. At a time when space stocks have been soaring though and startups like Voyager Technologies may now go public, I asked Cannito what navigating Wall Street has entailed.

**Peter Cannito**

Elon Musk kind of helps us out with that, obviously he's very visible in the community and so I think there are a lot of people in space right now and that public knowledge is certainly a tailwind for Redwire, because I think that the public writ large is more aware of what's going on in space than ever before. I mean, I think it's just consistently going out there quarter after quarter and educating people on what you're doing and then delivering on the things that you say you're going to do and we believe that if we continue to do that, that people understand it over time.

**Morgan Brennan**

With Edge Autonomy, which the deal is expected to close in Q2, Redwire will realize stronger topline and EBITDA growth and become cash flow positive. But Cannito is also not ruling out more acquisitions in the future, so check out the full interview on CNBC.com you can also check out my podcast Manifest Space. John, Redwire shares up almost 640% over the past twelve months.

**John Fortt**

Cool stuff, yeah.

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**CNBC Overtime Interview**  
**January 22, 2025**

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**Presenters**

**Morgan Brennan, CNBC**

**Peter Cannito, Redwire President, CEO & Chairman**

**Morgan Brennan**

Joining me now, Peter Cannito, the CEO of Redwire and fresh off of the news that you are acquiring Edge Autonomy. Let's talk a little bit, let's start right there. This acquisition, it takes you into defense tech. Why the acquisition? Why now?

**Peter Cannito**

That's a fantastic question. So, Redwire is already in defense tech, quite frankly. We do work for national security already in space and it has been, in fact, in our most recent history, the fastest growing area of our business. So this is really just underscoring and leaning into that trend.

**Morgan Brennan**

So it takes you into another domain, I guess I should say. I always think of you as a space company, a space infrastructure company, but this expands your reach into drones and airborne systems.

**Peter Cannito**

That's right. So it's expanding into a new, really complementary domain. Right? So if you look at where our customer has been heading in terms of our national security customers, they're focused on a joint all-domain strategy, what they call JADC2, Joint All-Domain Command and Control. And so what this does is, this is Redwire leaning into that idea of being a multi-domain company of both space and autonomous airborne platforms.

And if you think about what we did with our last acquisition of Hera, where we brought in these additional autonomous space-based platforms, now we're adding the autonomous aerial platforms and the goal would be

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longer-term for us to build system-of-systems where these autonomous spacecraft collaborate with autonomous airborne platforms in order to realize that vision of an all-domain warfighting concept.

**Morgan Brennan**

How revolutionary is it to see that communication happening between domains? I have a lot of conversations about JADC2, which outside of, I think defense circles is one of those wonky acronyms that doesn't always fully break down or reflect perhaps the graveness or importance of this concept.

**Peter Cannito**

Well, it's an incredibly important concept. I mean, it's that technological edge that underpins the power of U.S. national security, and space has always been one of the critical pillars where the U.S. has really been at the forefront in terms of national security. Now expanding that dominance in space to be integrated with the other domains like air, sea, and ground really provides an incredible strategic advantage. For Redwire to have two of those domains vertically integrated in a highly agile middle-market company like us, we believe is going to be really appealing to our customers and positions us, quite frankly, in a very unique way in the market.

**Morgan Brennan**

And what does that market look like? How does it evolve?

**Peter Cannito**

Well, I think the way it evolves is as you start to be able to show that collaboration between autonomous platforms, the customer set looks to buy from those who can make that as seamless and as simple as possible. And we'll be really well-positioned to take advantage of that trend over time.

**Morgan Brennan**

How did the deal come together? I'm curious about this, because I know you said you wanted to expand your reach within defense previously. Redwire is a company that was born out of AE Industrial and Edge Autonomy was born out of AE Industrial as well. So both, I guess portfolio or former portfolio companies.

**Peter Cannito**

That's right, that's right. Obviously we were aware of each other as organizations, and therefore have been able to watch each other develop and quite frankly, follow similar paths from a scaling perspective. So that always obviously makes a deal easier when you already have a pretty strong understanding of each other's teams, of each other's cultures, of each other's growth success; but it really started with Redwire's entry into the very low Earth orbit, or VLEO platform arena. So as we announced sometime last spring in '24, we won a program called DARPA Otter that is the development of a platform that we call Sabersat, which is a VLEO spacecraft.

And people started calling that spacecraft, because of how low that it orbits, an orbital drone, which then kind of triggered in our head this idea that the difference between airborne assets and space-based autonomous platforms is largely arbitrary from an employment perspective. And Sabersat is really kind of bridging that gap between space and airborne and platforms.

So we realized that by adding an unmanned aerial systems company like Edge we could provide that platform coverage from the surface of the Earth all the way to the surface of the moon and beyond. And that was really exciting to us because I think we're just starting to scratch the surface of what's possible when you start to have a vertically integrated company that has both these kind of platforms all in the same portfolio.

**Morgan Brennan**

I'm going to take a little bit. I'm going to transgress a little bit because you were just talking about very low Earth orbit. You and I actually had this conversation. We talked about that a little bit last year at the Space Symposium. But I mean, it's still, I think, a newer or at least it's seen as a newer concept. I think about the stratospheric spy balloon from China, which sort of shed a light on this sort of, you know, area, between air and space, if you will, and what that looks like and what securing that looks like. So when we do talk about very low Earth orbit, and we talk about your role in that, what does that involve?

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**Peter Cannito**

Well, it involves basically getting closer to Earth for space assets, but while still far enough away to have strategic and tactical advantage. And the promise of VLEO is this idea that you can get closer, which means you can get higher resolution from a technological perspective. When you're doing Earth observation, you can receive stronger and have stronger signals.

So that's what VLEO really is about, is extending the range of orbits that you're operating in. That, of course, also adds resiliency. We believe that in space will be a hybrid architecture involving multiple orbits, from VLEO all the way through GEO and into ex-GEO such as cislunar. So, VLEO is adding a whole new technical capability to an already robust space market.

**Morgan Brennan**

So now with Edge Autonomy, what I think is fascinating is the fact that it already has drones and products that are deployed out in the marketplace, and not just with the U.S. military, but with international buyers as well perhaps most notably in being used in Ukraine on the battlefield.

**Peter Cannito**

That's right.

**Morgan Brennan**

So where does drone warfare go from here, especially at a time where in many cases, Ukraine has become this testbed of modern warfighting and where technology is taking us?

**Peter Cannito**

Yes. Well, so that's an excellent question. It's going to continue to evolve and it's going to continue to advance. It's obviously going to be critical to a multi-domain or all-domain warfighting environment.

One of the things that we're really excited about where Edge Autonomy is currently positioned and how Redwire bringing space capabilities to Edge Autonomy, will increase advantage is they have some really interesting intellectual property around their battery technology that gives them extended endurance and range. In the UAS market, they have these groups from smallest to largest is Group 1 through 5, and Edge Autonomy operates in Group 2. The large ones tend to have really long range, a lot of capability like Predator, but they're also very expensive.

And of course, the smaller ones are cheaper, but are less capable. This extended endurance that Edge Autonomy's platform brings to the table allows it, as a Group 2 UAS provider, to start taking on missions that have typically been reserved for the more advanced Group 3 capabilities but at a lower price point. But when you start looking at that additional endurance and range you run into, potentially, extending beyond your direct communication link.

And that's where space comes into play. So the combination of Redwire space-based assets and the Group 2 extended range that Edge Autonomy has allows us to strategically position ourselves to compete from a mission perspective for missions that are currently done by much more expensive UAS technologies, and that we believe will give us stronger demand and a competitive advantage over time.

**Morgan Brennan**

So now, if I take a step back this adds a new capability to an already burgeoning portfolio at Redwire. Let's talk a little bit about some of the other businesses, because I know you have this really fascinating biotech business where you send PIL-BOX to Earth orbit, and you've worked with companies like Eli Lilly to grow crystals to further medicine and drug development. You are very involved in space manufacturing and satellites in general. So I guess just walk me through the portfolio more broadly. What you're excited about in 2025 and beyond.

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**Peter Cannito**

It's a great question. So we have four primary growth principles, that we call protecting the core, scaling production, moving up the value chain and venture optionality.

And of course, protecting the core is about doing those fundamental things that Redwire has been successful doing for many decades - and that's selling these picks and shovels, if you will, for space. And we've got to make sure we never take our eye off the ball in being able to service our existing customers.

Scaling production is our principle as demand increases for space and now, unmanned aerial systems, we have to be able to intelligently scale our production to meet that increasing demand.

Moving up the value chain, which Edge Autonomy was a critical piece of that strategy, is that idea of now having this portfolio of platforms. Being more than just a merchant supplier, but having the ability to be a prime contractor, using this portfolio of platforms, whether in space, whether as unmanned aerial systems or the combination of both.

And then of course we have our venture optionality, which is our, in-space manufacturing, our microgravity development, and as you mentioned that includes our biotech development as well. We're really excited because if you think about that portfolio effect of having a really strong fundamental business around picks and shovels as being a base that gives us strong financial stability and operational resiliency, you kind of move up to that scaling; including the platforms all the way to having that venture optionality of having a breakout technology like the ability to print organs or the ability to do advanced drug manufacturing from space.

You can see that in Redwire, when you invest in Redwire, you get a very stable company that has the positioning to really scale, but also has a little bit of that venture aspect to it as well. And I think that's exciting to a lot of our investors.

**Morgan Brennan**

And you are publicly traded, you went public, back in, what, 2021? Given the fact that we do talk about space, space is quote-unquote "hard." Some of these, you know, some projects when it comes to space have long lead times. So what is it like to have to give quarterly earnings and be a publicly traded company and, you know, engage with investors when we are talking about some very technical, scientific, innovative products?

**Peter Cannito**

Well, so Elon Musk kind of helps us out with that, obviously, he's very visible in the community and so I think there are a lot of people in space right now and that public knowledge is certainly a tailwind for Redwire, because I think that the public writ large is more aware of what's going on in space than ever before. I mean, I think it's just consistently going out there quarter after quarter and educating people on what you're doing and then delivering on the things that you say you're going to do and we believe that if we continue to do that, that people understand it over time.

**Morgan Brennan**

It does seem like there is a lot of investor enthusiasm for space companies and specifically commercial space - and defense too like, I just think there's a lot more enthusiasm than I've ever seen before. And I wonder what you make of that and what a new administration coming in and expectations around perhaps, innovative policies to continue to propel space exploration and find lower cost options, whether it is on the military side or the space side. What all of that means for this.

**Peter Cannito**

Well, we believe and we have, regardless of the administration, that we're entering in the next golden age of space, there's just too many compelling use cases, for space, for Earth. And there's also, I believe, an overwhelming interest in the exploration aspects of space as well, to include returning to the moon to include, eventually, having a presence on Mars.

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So, again, this second golden age of space, seems to be what the nation and quite frankly, the world, is rallying around. And, as that trend continues, that's very good for Redwire. So we're true believers in the benefit of space for Earth and also, the vision of humanity's drive to explore our universe and those are trends that we support and we're really proud and honored to be participating in.

**Morgan Brennan**

So you just announced this acquisition of Edge Autonomy that's expected to close sometime in the second quarter. What are the other milestones for the company this year?

**Peter Cannito**

Well, this is pretty transformational for us. So, we're going to put a lot of focus on this, while continuing to execute against our four fundamental principles of growth.

So I think you're going to see a lot more of the same, that you saw in the last year in terms of well-thought out, well-valued accretive acquisitions. You're going to see more advancements in our PIL-BOXes and microgravity development that we've talked about during each of our earnings calls.

You're going to see us continue to move up the value chain and maturing our platforms and going after and bidding much larger contracts focused on these platforms to include now, trying to position for opportunities to build a system-of-systems approach using the two domains of airborne and space working together. And of course, we'll never not focus on our existing customers and the foundational business of providing the picks and shovels that underpin this space trend.

So if you think about where we've positioned ourselves now with the addition of Edge Autonomy, I like to think about it in three fundamental areas: technical, financial and operational. We've talked a little bit about the technical in the sense that moving towards this trend of multi-domain warfighting, the financial, by doing this transaction and having a really robust, not only strong top line, but strong EBITDA projection, as well as we're forecasting that this transaction will make us free cash flow positive.

That gives us that strong financial foundation to ensure that we can execute our strategy over multiple years getting into that mode of self-funding - and that's a really advantageous place to be as, both a space company and a defense tech company.

And then lastly operational, we're going to be looking at, all the new, synergies that this, acquisition, has for us in terms of the geographic synergy of having a really strong critical mass in Europe, since Edge Autonomy has a strong presence in Latvia, and Redwire has a strong presence in Belgium and Luxembourg and most recently opened an office in Poland. And the other operational aspects of the deal to include shared manufacturing space and things of that ilk. So we're just going to do what we've always done and that is endeavor to follow up on the things that we've said we've been going to do in terms of these four growth pillars for the last year.

**Morgan Brennan**

Great. Final question for you - still acquisitive, I guess, looking out to the longer term, are there going to be other domains that you expand into beyond this?

**Peter Cannito**

Well, in terms of whether we expand into other domains or not, I can't say, but what I can say is that this being our 11th acquisition, I think it would be a surprise to nobody that M&A is a strategic core competency for Redwire. We think we've done it very successfully in the past. And, it will be an important part of a broad strategy, but, still an important part of our strategy going forward.

**Morgan Brennan**

Peter Cannito, CEO of Redwire. I appreciate the time today. Thank you.

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**Peter Cannito**  
Thank you.

#### **Additional Information and Where to Find It**

The definitive agreement entered into in connection with the proposed business combination described herein and a summary of material terms of the transaction will be provided in a Current Report on Form 8-K or Schedule 14A to be filed with the Securities and Exchange Commission (the “SEC”). Redwire will file with the SEC a proxy statement relating to a special meeting of Redwire’s stockholders (the “proxy statement”). **STOCKHOLDERS ARE URGED TO CAREFULLY READ THE PROXY STATEMENT AND ANY OTHER RELEVANT DOCUMENTS TO BE FILED WITH THE SEC IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT REDWIRE, EDGE AUTONOMY, THE TRANSACTION AND RELATED MATTERS.** Stockholders will be able to obtain free copies of the proxy statement and other documents filed with the SEC by the parties through the website maintained by the SEC at [www.sec.gov](http://www.sec.gov). In addition, investors and stockholders will be able to obtain free copies of the proxy statement and other documents filed with the SEC by the parties on investor relations section of Redwire’s website at [redwirespace.com](http://redwirespace.com).

#### **Participants in the Solicitation**

Redwire and its directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of Redwire in respect of the proposed business combination contemplated by the proxy statement. Information regarding the persons who are, under the rules of the SEC, participants in the solicitation of the stockholders of Redwire, respectively, in connection with the proposed business combination, including a description of their direct or indirect interests, by security holdings or otherwise, will be set forth in the proxy statement when it is filed with the SEC. Information regarding Redwire’s directors and executive officers is contained in Redwire’s Annual Report on Form 10-K for the year ended December 31, 2023 and its Proxy Statement on Schedule 14A, dated April 22, 2024, which are filed with the SEC.

#### **No Offer or Solicitation**

This communication is not intended to and does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed business combination or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law.

#### **Forward-Looking Statements**

Readers are cautioned that the statements contained in this communication regarding expectations of our performance or other matters that may affect our or the combined company’s business, results of operations, or financial condition are “forward-looking statements” as defined by the “safe harbor” provisions in the Private Securities Litigation Reform Act of 1995. Such statements are made in reliance on the safe harbor provisions of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. All statements, other than statements of historical fact, included or incorporated in this communication, including statements regarding our or the combined company’s strategy, financial projections, including the prospective financial information provided in this communication, financial position, funding for continued operations, cash reserves, liquidity, projected costs, plans, projects, awards and contracts, and objectives of management, the entry into the potential business combination, the expected benefits from the proposed business combination, the expected performance of the combined company, the expectations regarding financing the proposed business combination, among others, are forward-looking statements. Words such as “expect,” “anticipate,” “should,” “believe,” “target,” “continued,” “project,” “plan,” “opportunity,” “estimate,” “potential,” “predict,” “demonstrates,” “may,” “will,”

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“could,” “intend,” “shall,” “possible,” “forecast,” “trends,” “contemplate,” “would,” “approximately,” “likely,” “outlook,” “schedule,” “pipeline,” and variations of these terms or the negative of these terms and similar expressions are intended to identify these forward-looking statements, but the absence of these words does not mean that a statement is not forward looking. These forward-looking statements are not guarantees of future performance, conditions or results. Forward-looking statements are subject to a number of risks and uncertainties, many of which involve factors or circumstances that are beyond our control.

These factors and circumstances include, but are not limited to: (1) risks associated with the continued economic uncertainty, including high inflation, supply chain challenges, labor shortages, increased labor costs, high interest rates, foreign currency exchange volatility, concerns of economic slowdown or recession and reduced spending or suspension of investment in new or enhanced projects; (2) the failure of financial institutions or transactional counterparties; (3) Redwire’s limited operating history and history of losses to date as well as the limited operating history of Edge Autonomy and the relatively novel nature of the drone industry; (4) the inability to successfully integrate recently completed and future acquisitions, including the proposed business combination with Edge Autonomy, as well as the failure to realize the anticipated benefits of the transaction or to realize estimated projected combined company results; (5) the development and continued refinement of many of Redwire’s and the combined company’s proprietary technologies, products and service offerings; (6) competition with new or existing companies; (7) the possibility that Redwire’s expectations and assumptions relating to future results and projections with respect to Redwire or Edge Autonomy may prove incorrect; (8) adverse publicity stemming from any incident or perceived risk involving Redwire, Edge Autonomy, the combined company, or their competitors; (9) unsatisfactory performance of our and the combined company’s products resulting from challenges in the space environment, extreme space weather events, the environments in which drones operate, including in combat or other areas where hostilities may occur, or otherwise; (10) the emerging nature of the market for in-space infrastructure services and the market for drones and related services; (11) inability to realize benefits from new offerings or the application of our or the combined company’s technologies; (12) the inability to convert orders in backlog into revenue; (13) our and the combined company’s dependence on U.S. and foreign government contracts, which are only partially funded and subject to immediate termination, or which may be influenced by the level of military activities and related spending such as in or with respect to the war in Ukraine; (14) the fact that we are and the combined company will be subject to stringent economic sanctions, and trade control laws and regulations; (15) the need for substantial additional funding to finance our and the combined company’s operations, which may not be available when needed, on acceptable terms or at all; (16) the dilution of existing holders of our common stock that will result from the issuance of additional shares of common stock as consideration for the acquisition of Edge Autonomy, as well as the issuance of common stock in any offering that may be undertaken in connection with such acquisition; (17) the fact that the issuance and sale of shares of our Series A Convertible Preferred Stock has reduced the relative voting power of holders of our common stock and diluted the ownership of holders of our capital stock; (18) the ability to achieve the conditions to cause, or timing of, any mandatory conversion of the Series A Convertible Preferred stock into common stock; (19) the fact that AE Industrial Partners and Bain Capital have significant influence over us, which could limit your ability to influence the outcome of key transactions; (20) provisions in our Certificate of Designation with respect to our Series A Convertible Preferred Stock may delay or prevent our acquisition by a third party, which could also reduce the market price of our capital stock; (21) the fact that our Series A Convertible Preferred Stock has rights, preferences and privileges that are not held by, and are preferential to, the rights of holders of our other outstanding capital stock; (22) the possibility of sales of a substantial amount of our common stock by our current stockholders, as well as the equity owners of Edge Autonomy following consummation of the transaction, which sales could cause the price of our common stock and warrants to fall; (23) the impact of the issuance of additional shares of Series A Convertible Preferred Stock as pay in kind dividends on the price and market for our common stock; (24) the volatility of the trading price of our common stock and warrants; (25) risks related to short sellers of our common stock; (26) Redwire’s or the combined company’s inability to report our financial condition or results of operations accurately or timely as a result of identified material weaknesses in internal control over financial reporting, as well as the possible need to expand or improve Edge Autonomy’s financial reporting systems and controls; (27) the possibility that the closing conditions under the merger agreement necessary to consummate the merger between Redwire and Edge Autonomy will not be satisfied; (28) the effect of any announcement or pendency of the proposed business combination on Redwire’s or Edge Autonomy’s business relationships, operating results and business generally; (29) risks that the proposed business combination disrupts current plans and operations of Redwire or Edge Autonomy; (30) the ability of

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Redwire or the combined company to raise financing in connection with the proposed business combination or to finance its operations in the future; (31) the impact of any increase in the combined company's indebtedness incurred to fund working capital or other corporate needs, including the repayment of Edge Autonomy's outstanding indebtedness and transaction expenses incurred to acquire Edge Autonomy, as well as debt covenants that may limit the combined company's activities, flexibility or ability to take advantage of business opportunities, and the effect of debt service on the availability of cash to fund investment in the business; (32) the ability to implement business plans, forecasts and other expectations after the completion of the proposed transaction, and identify and realize additional opportunities; (33) costs related to the transaction; and (34) other risks and uncertainties described in our most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q and those indicated from time to time in other documents filed or to be filed with the SEC by Redwire. The forward-looking statements contained in this communication are based on our current expectations and beliefs concerning future developments and their potential effects on us. If underlying assumptions to forward-looking statements prove inaccurate, or if known or unknown risks or uncertainties materialize, actual results could vary materially from those anticipated, estimated, or projected. The forward-looking statements contained in this communication are made as of the date of this communication, and Redwire disclaims any intention or obligation, other than imposed by law, to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. Persons reading this communication are cautioned not to place undue reliance on forward-looking statements.

#### **Use of Data**

Industry and market data used in this communication have been obtained from third-party industry publications and sources, as well as from research reports prepared for other purposes. Redwire or Edge Autonomy have not independently verified the data obtained from these sources and cannot assure you of the data's accuracy or completeness. This data is subject to change. Statements other than historical facts, including, but not limited to, those concerning market conditions or trends, consumer or customer preferences or other similar concepts with respect to Redwire, Edge Autonomy and the expected combined company, are based on current expectations, estimates, projections, targets, opinions and/or beliefs of Redwire or, when applicable, of one or more third-party sources. Such statements involve known and unknown risks, uncertainties and other factors, and undue reliance should not be placed thereon. In addition, no representation or warranty is made with respect to the reasonableness of any estimates, forecasts, illustrations, prospects or returns, which should be regarded as illustrative only, or that any profits will be realized. The metrics regarding select aspects of Redwire's, Edge Autonomy's and the expected combined company's operations were selected by Redwire or its subsidiaries on a subjective basis. Such metrics are provided solely for illustrative purposes to demonstrate elements of Redwire's businesses, are incomplete, and are not necessarily indicative of Redwire's, Edge Autonomy's or their subsidiaries' performance or overall operations. There can be no assurance that historical trends will continue.

The Edge Autonomy financial information, including non-GAAP measures, for the last twelve months ended September 30, 2024 and year ended December 31, 2023 included in this communication is unaudited and subject to change. The historical financial information, including any related non-GAAP information, for Edge Autonomy is subject to the finalization of year-end financial and accounting procedures (which are in process of being performed) and should not be viewed as a substitute for audited results prepared in accordance with U.S. generally accepted accounting principles. The actual results may be materially different from the unaudited results, and therefore undue reliance should not be placed on the unaudited information.

#### **Use of Projections**

The financial outlook and projections, estimates and targets in this communication are forward-looking statements that are based on assumptions that are inherently subject to significant uncertainty and contingencies, many of which are beyond Redwire's or Edge Autonomy's control. Neither Redwire nor Edge Autonomy's independent auditors have audited, reviewed, compiled or performed any procedures with respect to the financial projections for purposes of inclusion in this communication, and, accordingly, they did not express an opinion or provide any other form of assurance with respect thereto for the purposes of this communication. While all financial projections, estimates and targets are necessarily speculative, Redwire believes that the preparation of prospective financial information involves increasingly higher levels of uncertainty the further out the projection, estimate or target extends from the date of preparation. The assumptions and estimates underlying the projected, expected or target results for Redwire,

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Edge Autonomy and the combined company are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the financial projections, estimates and targets. The inclusion of financial projections, estimates and targets in this communication should not be regarded as an indication that Redwire, or its representatives, considered or consider the financial projections, estimates or targets to be a reliable prediction of future events. Further, inclusion of the prospective financial information in this communication should not be regarded as a representation by any person that the results contained in the prospective financial information will be achieved.

#### **Non-GAAP Financial Information**

This communication contains financial measures that have not been prepared in accordance with United States Generally Accepted Accounting Principles (“U.S. GAAP”). These financial measures include forecasted Adjusted EBITDA and Free Cash Flow for Redwire assuming completion of the acquisition of Edge Autonomy.

Non-GAAP financial measures are used to supplement the financial information presented on a U.S. GAAP basis and should not be considered in isolation or as a substitute for the relevant U.S. GAAP measures and should be read in conjunction with information presented on a U.S. GAAP basis. Because not all companies use identical calculations, our presentation of Non-GAAP measures may not be comparable to other similarly titled measures of other companies. We encourage investors and stockholders to review our financial statements and publicly-filed reports in their entirety and not to rely on any single financial measure. As soliciting material that is filed pursuant to Rule 14a-12, this communication is exempt from the requirements of Regulation G and Item 10(e) of Reg. S-K with respect to Non-GAAP financial measure disclosure.

Adjusted EBITDA is defined as net income (loss) adjusted for interest expense, net, income tax expense (benefit), depreciation and amortization, impairment expense, acquisition deal costs, acquisition integration costs, acquisition earnout costs, purchase accounting fair value adjustment related to deferred revenue, severance costs, capital market and advisory fees, litigation-related expenses, write-off of long-lived assets, gains on sale of joint ventures, equity-based compensation, committed equity facility transaction costs, debt financing costs, and warrant liability change in fair value adjustments. Free Cash Flow is computed as net cash provided by (used in) operating activities less capital expenditures.

We use Adjusted EBITDA to evaluate our operating performance, generate future operating plans, and make strategic decisions, including those relating to operating expenses and the allocation of internal resources. We use Free Cash Flow as a useful indicator of liquidity to evaluate our period-over-period operating cash generation that will be used to service our debt, and can be used to invest in future growth through new business development activities and/or acquisitions, among other uses. Free Cash Flow does not represent the total increase or decrease in our cash balance, and it should not be inferred that the entire amount of Free Cash Flow is available for discretionary expenditures, since we have mandatory debt service requirements and other non-discretionary expenditures that are not deducted from this measure.

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (this “Agreement”) is entered into as of January 20, 2025, by and between Redwire Corporation., a Delaware corporation (“Parent”), and the holder of the Shares (as defined below) identified on the signature page hereto (the “Stockholder”). Capitalized terms used but not defined in this Agreement shall have the respective meanings assigned thereto in the Merger Agreement (as defined below).

**RECITALS**

WHEREAS, as of the date hereof, Stockholder, directly or indirectly with its Affiliates, is a holder of record and/or the “beneficial owner” (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) of shares of common stock, \$0.0001 par value per share (the “Common Stock”) and shares of Series A Convertible Preferred Stock, par value \$0.0001 per share (the “Preferred Stock”), which shares of Preferred Stock are convertible into shares of Common Stock, of the Parent, all as set forth on Schedule A hereto (the “Existing Shares”).

WHEREAS, Edge Autonomy Ultimate Holdings, LP, a Delaware limited partnership, (ii) Edge Autonomy Intermediate Holdings, LLC, a Delaware limited liability company (the “Company”), (iii) Parent, (iv) Echelon Merger Sub, Inc., a Delaware corporation and (v) Echelon Purchaser, LLC, a Delaware limited liability company, are entering into an Agreement and Plan of Merger on the date hereof (such agreement, as it may be amended, the “Merger Agreement”), which provides (subject to the conditions set forth therein) for, among other things, the acquisition of the Company through merger transactions set forth in the Merger Agreement (collectively, the “Merger”).

WHEREAS, Stockholder is entering into this Agreement in order to induce Parent to enter into the Merger Agreement and to cause the Merger to be consummated.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Parent and the Stockholder agree as follows:

ARTICLE I  
AGREEMENT TO VOTE

**Section 1.1.** Agreement to Vote.

(a) From and after the date of this Agreement until the date that is the earlier of the following to occur: (a) the consummation of the Merger and (b) the termination of the Merger Agreement in accordance with its terms (such earlier date, the “Expiration Date”), the Stockholder irrevocably and unconditionally agrees, subject to Section 1.4, that at any meeting (whether annual or special and each adjourned, rescheduled or postponed meeting) of the Parent’s stockholders, however called, or in connection with any written consent of the Parent’s stockholders, the

Stockholder will (i) appear at such meeting (in person or by proxy) or otherwise cause all of the Stockholder's Existing Shares and any other shares of Common Stock or Preferred Stock over which it has acquired record or beneficial ownership after the date of this Agreement (including, without limitation, any shares of Common Stock or Preferred Stock acquired by means of purchase, dividend or distribution, or issued upon the exercise of any stock options, warrants, restricted stock units or other rights to acquire Common Stock, Preferred Stock or the conversion of any convertible securities, the vesting of equity awards or otherwise) (collectively, the "New Shares," and together with the Existing Shares, the "Subject Shares"), which it owns as of the applicable record date, to be counted as present thereat for purposes of determining a quorum, and respond to each request by Parent for written consent, and (ii) unless the Parent shall have publicly announced and not rescinded a Change in Recommendation (as defined in the Merger Agreement, vote or cause to be voted (including by proxy or written consent, if applicable) all such Subject Shares (A) in favor of the issuance of shares of Common Stock by Parent pursuant to the Merger as partial consideration for the acquisition of the Company pursuant to the Merger, including for purposes of Rule 312.03 of the New York Stock Exchange, (B) in favor of the Equity Financing, if any, (C) in favor of any proposal to adjourn or postpone such meeting of the Parent's stockholders to a later date as may be requested by the Parent, and (D) against any action, proposal, transaction or agreement that would reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions contemplated by the Merger Agreement or the issuance of shares of Common Stock by Parent as partial consideration for the acquisition of the Company pursuant to the Merger or the Equity Financing, if any, including against any action, agreement or transaction that would reasonably be expected to result in (x) a breach of or failure to perform any representation, warranty, covenant or agreement of the Parent under the Merger Agreement or (y) any of the conditions set forth in Article III of the Merger Agreement not being satisfied. The Stockholder shall retain at all times the right to vote the Stockholder's Subject Shares in the Stockholder's sole discretion, and without any other limitation, on any matters other than those set forth in this Section 1.1 that are at any time or from time to time presented for consideration to the Parent's Stockholders generally.

(b) The Stockholder hereby revokes (and agrees to cause to be revoked and to promptly communicate in writing notice of such revocation to the relevant proxy holder) any proxies that the Stockholder has granted before the date hereof with respect to the Subject Shares. For the avoidance of doubt, nothing in this Section 1.1(b) shall revoke, cancel or in any way diminish the proxy and power of attorney set forth in Section 1.1(c).

(c) The Stockholder hereby irrevocably grants to, and appoints, Parent, all officers of Parent, and any person or persons designated in writing by Parent, and each of them individually, as the Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of the Stockholder, to vote all its Subject Shares, or grant a consent or approval in respect of such Shares, or execute and deliver a proxy to vote such Shares, on the matters and in the manner specified in Section 1.1(a) (but not on any other matters); provided, that Parent shall only use such proxy in the event that the Stockholder breaches the terms of this Section 1.1. The Stockholder hereby affirms that the irrevocable proxy set forth in this Section 1(c) is given in connection with and in consideration of the execution of the Merger Agreement by Parent and

in connection with, and in consideration of, the execution of the Merger Agreement by Parent, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement and that no such further written instrument or proxy shall be necessary. The Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest sufficient

in law to support an irrevocable power and may under no circumstances be revoked. The Stockholder hereby ratifies and confirms all actions that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy is executed and intended to be irrevocable until such time as this Agreement shall have been terminated in accordance with its terms.

## ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER

The Stockholder represents and warrants to Parent that:

**Section 2.1. Authorization; Binding Agreement.** The Stockholder has the requisite legal capacity to execute and deliver this Agreement and to perform such Stockholder's obligations hereunder. The execution and delivery of this Agreement has been duly and validly executed and delivered by the Stockholder and, assuming due authorization, execution, and delivery hereof by the Parent, constitutes a legal, valid, and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, subject to subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors' rights or to general principles of equity.

**Section 2.2. Non-Contravention.** Neither the execution and delivery of this Agreement by the Stockholder nor the consummation of the transactions contemplated hereby nor compliance by the Stockholder with any provisions herein will (a) require any Permits of, action by, or filing with or notification to, any Governmental Body on the part of the Stockholder, except for such filings or notifications reasonably required in compliance with applicable securities Laws (including, without limitation, filings required under, and compliance with other applicable requirements of, the Exchange Act), (b) violate, conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in any breach or violation of, constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give rise to any right of termination, cancellation, amendment, or acceleration under any of the terms, conditions or provisions of, any contract, agreement or understanding to which the Stockholder is a party or by which the Stockholder or any of its assets may be bound, (c) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Lien on the Subject Shares, or (d) violate any Law or order applicable to the Stockholder or by which any of its assets are bound.

**Section 2.3. Ownership of Subject Shares; Total Shares.** As of the date hereof, the Stockholder is, and at all times during the term of this Agreement will be, the owner of all of the Subject Shares and has good and marketable title to all such Subject Shares free and clear of any

Liens, except for any such Liens that may be imposed pursuant to (a) the Investor Rights Agreement, dated as of March 25, 2021, by and among Genesis Park Acquisition Corp., Redwire, LLC, Genesis Park Holdings, Genesis Park II LP and Jefferies LLC (the “Investor Rights Agreement”), and (b) any applicable restrictions on transfer under the Securities Act or any state securities Law. Except to the extent of any Subject Shares acquired after the date hereof (which shall become Subject Shares upon any such acquisition), the Subject Shares (as set forth

on SCHEDULE A opposite such Stockholder’s name) are the only equity interests in the Parent beneficially owned by such Stockholder and its Affiliates as of the date hereof.

**Section 2.4. Voting Power.** Subject to this Agreement, the Stockholder has full voting power (or the power to effect the full voting power), full power of disposition, full power to issue instructions with respect to the matters set forth herein and full power to agree to all of the matters set forth in this Agreement, in each case, with respect to all of the Subject Shares. Except for the Investor Rights Agreement, none of the Subject Shares are subject to any stockholders’ agreement, proxy, voting trust, or other agreement or arrangement with respect to the voting of such Subject Shares, except the proxy granted to Parent or its designee(s) under Section 1.1(b).

**Section 2.5. Reliance and Merger Agreement.** The Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon the Stockholder’s execution, delivery, and performance of this Agreement and upon the representations and warranties and covenants of the Stockholder contained in this Agreement. The Stockholder has reviewed and understands the terms of this Agreement and the Merger Agreement, and has had the opportunity to consult with his counsel in connection with this Agreement.

**Section 2.6. Absence of Litigation.** With respect to the Stockholder, there are no proceedings of any nature pending against, or, to the knowledge of the Stockholder, threatened in writing against the Stockholder or any of the Stockholder’s properties or assets (including any Subject Shares) before or by any Governmental Body that would reasonably be expected to have, individually or in the aggregate, an adverse effect (whether through prevention, delay, impairment or otherwise) on the Stockholder’s ability to timely perform its obligations under this Agreement.

**Section 2.7. Stockholder Has Adequate Information.** The Stockholder acknowledges that the Stockholder is a sophisticated investor with respect to the Subject Shares and has adequate information concerning the business and financial condition of the Parent, the Company and the transactions contemplated by the Merger Agreement to make fully informed decision regarding the transactions contemplated by this Agreement and has, independently and without reliance upon the Parent or any Affiliate of the Parent, and based on such information as the Stockholder has deemed appropriate, made the Stockholder’s own analysis and decision to enter into this Agreement. The Stockholder has received and reviewed a copy of this Agreement and the Merger Agreement and the Stockholder acknowledges that the Stockholder has had the opportunity to seek independent legal advice prior to executing this Agreement and fully understands and accepts all of the provisions hereof and of the Merger Agreement.

**Section 2.8.** No Inconsistent Agreements. The Stockholder has not entered into any agreement or knowingly taken any action that would make any representation or warranty of the Stockholder contained herein untrue or incorrect with respect to any of the Subject Shares or is otherwise inconsistent with, or would interfere with, or prohibit or prevent the Stockholder from satisfying, its obligations pursuant to this Agreement

ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to the Stockholder that:

**Section 3.1. Organization and Qualification.** Parent is duly organized and validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated.

**Section 3.2. Authority for this Agreement.** Parent has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Parent has been duly and validly authorized by all necessary corporate action of Parent, and no other corporate proceedings on the part of Parent are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Parent and, assuming due authorization, execution, and delivery hereof by the Stockholder, constitutes a legal, valid, and binding obligation of Parent, enforceable against Parent in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors' rights or to general principles of equity.

#### ARTICLE IV ADDITIONAL COVENANTS OF THE STOCKHOLDER

The Stockholder hereby covenants and agrees that until the valid termination of this Agreement in accordance with Section 5.1:

**Section 4.1. No Transfer; No Inconsistent Arrangements.** Except as provided hereunder, from and after the date hereof and until this Agreement is validly terminated in accordance with Section 5.1, the Stockholder shall not, directly or indirectly, (a) create or permit to exist any Liens on any of the Subject Shares, (b) grant or permit the grant of any proxy, power-of-attorney, or other authorization or consent in or with respect to any of the Subject Shares, (c) deposit or permit the deposit of any of the Subject Shares into a voting trust or enter into a voting agreement or arrangement (including any grant of any proxy or power of attorney) with respect to any of the Subject Shares or (d) take any other action that in any way would be reasonably expected to restrict, limit, impede, delay or interfere with the performance of such Stockholder's obligations hereunder. If any involuntary Transfer of any of the Subject Shares occurs (including, but not limited to, a sale by the Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, includes any and all transferees and subsequent transferees of the initial transferee) will take and hold such Subject Shares subject to all of the restrictions, liabilities, and rights under this Agreement, which will continue in full force and effect until valid termination of this Agreement in accordance with Section 5.1 and the Stockholder will undertake best efforts to cause such transferee to execute a joinder to this Agreement. The Stockholder agrees that it shall not, and shall cause each of its Affiliates not to, become a member of a group (as defined purposes of Section 13(d) under the Exchange Act) for the purpose of taking any actions inconsistent with the transactions contemplated by this Agreement. Notwithstanding the foregoing, Stockholder shall not be prohibited from effecting any sale of Subject Shares.

**Section 4.2. Documentation and Information.** The Stockholder shall not make any public announcement regarding this Agreement, the Merger Agreement or the transactions contemplated hereby or thereby without the prior written consent of the Parent (such consent not to be unreasonably withheld or delayed), except as may be required by applicable Law, including, without limitation, applicable filings with the SEC (provided, that the Stockholder shall provide reasonable prior written notice of any such disclosure to the Parent and such notice shall include a

copy of any such disclosure). The Stockholder consents to and hereby authorizes the Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that the Parent (as the case may be) reasonably determines to be necessary in connection with the Merger, and any transactions contemplated by the Merger Agreement, the Stockholder's identity and ownership of the Subject Shares, the existence of this Agreement, and the nature of the Stockholder's commitments and obligations under this Agreement and such other information pertaining to this Agreement or the Merger that the Parent (as the case may be) reasonably determines is required to be disclosed by Law, and the Stockholder acknowledges that the Parent may, in its sole discretion, file this Agreement or a form hereof with the SEC or any other applicable Governmental Body. The Stockholder agrees to promptly provide the Parent with any information that either of the foregoing may reasonably require for the preparation of any such disclosure documents, and such Stockholder agrees to promptly notify the Parent if it becomes aware of any required corrections with respect to any information regarding this Agreement supplied by such Stockholder specifically for use in any such disclosure document, if and to the extent that any such information shall have become false or misleading in any material respect.

**Section 4.3. Adjustments, etc.**

(a) In the event of any stock split, reverse stock split, stock distribution or dividend (including any dividend or other distribution of securities convertible into shares of Common Stock or Preferred Stock), reorganization, recapitalization, reclassification, combination, exchange of shares or other similar change with respect to the Subject Shares, the terms of this Agreement will be equitably adjusted, including to apply to any resulting securities.

(b) The Stockholder agrees, while this Agreement is in effect, to notify the Parent promptly in writing of the number of any additional shares of Common Stock or Preferred Stock, any additional options or rights to purchase shares of Common Stock, Preferred Stock or other voting capital stock of the Parent and any other securities convertible into or exercisable or exchangeable therefor acquired by the Stockholder or any of its Affiliates after the date hereof.

**Section 4.4. Waiver of Certain Rights and Actions.** The Stockholder shall not, and shall cause its representatives and affiliates not to, bring, institute, commence, voluntarily aid or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, appeal or proceeding against the Parent or any of its Affiliates, successors, directors or officers relating to the negotiation, execution or delivery of this Agreement or the Merger Agreement or the consummation of the Merger or the other transactions contemplated by the Merger Agreement.

ARTICLE V  
MISCELLANEOUS

**Section 5.1. Termination.** This Agreement shall automatically terminate without further



action upon the earliest to occur of (A) the closing of the merger, (B) the termination of the merger Agreement in accordance with its terms and (C) the written agreement of the Stockholder and the Parent to terminate this Agreement; provided that any termination of this Agreement by Parent shall be approved by the Transaction Committee of the Board of Directors of Parent (the

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“Transaction Committee”). Upon the valid termination of this Agreement in accordance with this Section 5.1, no party will have any further obligations or liabilities under this Agreement; provided, however, that (x) nothing set forth in this Section 5.1 shall relieve any party of any liability or damages to any other party resulting from fraud or intentional breach of this Agreement prior to termination hereof and (y) the provisions of Section 4.2, Section 4.4, and this ARTICLE V will survive any termination of this Agreement.

**Section 5.2. Notices.** All notices and other communications given or made hereunder by one party to the other party shall, unless otherwise specified herein, be in writing and shall be deemed to have been duly given or made on the date of receipt by the recipient thereof if received prior to 5:00 p.m. (New York time) if (a) served by personal delivery or by a nationally recognized overnight courier service upon the party for whom it is intended, (b) delivered by registered or certified mail, return receipt requested or (c) sent by email; provided that any email transmission is promptly confirmed by a responsive electronic communication by the recipient thereof or receipt is otherwise clearly evidenced (excluding out-of-office replies or other automatically generated responses) or is followed up within one Business Day after such email by dispatch pursuant to one of the methods described in the foregoing clauses (a) and (b) of this Section 5.2). Such communications must be sent to the respective parties at the following street addresses or email addresses (or at such street address or email address previously made available or at such other street address or email address for a party as shall be specified for such purpose in a notice given in accordance with this Section 5.2):

if to the Parent, to:

Redwire Corporation  
8226 Philips Highway  
Suite 102  
Jacksonville, FL 32256  
Attention: Aaron Futch  
Email: [aaron.futch@redwirespace.com](mailto:aaron.futch@redwirespace.com)

with a copy to (which shall not constitute notice), to:

Holland & Knight LLP  
701 Brickell Avenue  
Miami, FL 33131  
Attention: David Barkus and Ira Rosner  
Email: [david.barkus@hkllaw.com](mailto:david.barkus@hkllaw.com)  
[ira.rosner@hkllaw.com](mailto:ira.rosner@hkllaw.com)

if to the Stockholder, to:

Genesis Park II LP  
520 Post Oak Boulevard, Suite 850  
Attention: Paul Hobby  
Email: phobby@genesis-park.com

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**Section 5.3.** Expenses. Whether or not the transactions contemplated by this Agreement and the Merger Agreement are consummated, all costs, fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement including all costs, fees and expenses of its representatives, shall be paid by the party incurring such cost, fee or expense, except as otherwise provided herein and therein.

**Section 5.4.** Amendment or Other Modification. Waiver.

(a) Subject to the provisions of applicable Law, this Agreement may be amended or otherwise modified only by a written instrument duly executed and delivered by the parties; provided that any amendment, modification or waiver of this Agreement by Parent shall be approved by the Transaction Committee.

(b) The conditions to each of the respective parties' obligations to consummate the transactions contemplated by this Agreement are for the sole benefit of such party and may be waived by such party. Any party may, to the extent permitted by applicable Law, waive any provision of this Agreement in whole or in part (including by extending the time for the performance of any of the obligations or other acts of the other parties); provided, however, that any such waiver shall only be effective if made in a written instrument duly executed and delivered by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder or under applicable Law shall operate as a waiver of such rights and, except as otherwise expressly provided herein, no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

**Section 5.5.** Governing Law and Venue; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury.

(a) This Agreement and all Proceedings against any other party in connection with, arising out of or otherwise relating to this Agreement, shall be interpreted, construed, governed by, and enforced in accordance with, the Laws of the state of Delaware, including, its statutes of limitations, without regard to the conflicts of laws provisions, rules or principles thereof (or any other jurisdiction) to the extent that such provisions, rules or principles would direct a matter to another jurisdiction.

(b) Each of the parties agrees that except or actions seeking specific performance or injunctive relief, all disputes, controversies or claims arising out of or relating to this Agreement (whether in contract, tort, equity or otherwise), including the arbitrability of any dispute or controversy that cannot be settled by mutual agreement will be finally settled by binding arbitration in accordance with Section 13.12 of the Merger Agreement, *mutatis mutandis*. In all cases not subject to such arbitration, each party shall bring any proceeding against any other party in connection with, arising out of or otherwise relating to this Agreement, any instrument or other document delivered pursuant to this Agreement or the transactions contemplated by this Agreement exclusively in the Court of Chancery of the State of Delaware; provided, however, that if such court does not have jurisdiction over any such action or proceeding, such action or proceeding will be heard and determined exclusively in any Delaware state or federal court sitting

in the City of Wilmington, Delaware and solely in connection with such proceedings, (A) irrevocably and unconditionally submits to the exclusive jurisdiction of the such courts, (B) irrevocably waives any objection to the laying of venue in any such proceeding in such courts, (C) irrevocably waives any objection that such courts are an inconvenient forum or do not have jurisdiction over any party, (D) agrees that mailing of process or other papers in connection with any such proceeding in the manner provided in Section 5.2 or in such other manner as may be permitted by applicable Law shall be valid and sufficient service thereof and (E) it shall not assert as a defense any matter or claim waived by the foregoing clauses (A) through (D) of this Section 5.5(b) or that any order issued by such courts may not be enforced in or by such courts.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY PROCEEDING AGAINST ANY OTHER PARTY WHICH MAY BE CONNECTED WITH, ARISE OUT OF OR OTHERWISE RELATE TO THIS AGREEMENT IS EXPECTED TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY SUCH PROCEEDING. EACH PARTY HEREBY ACKNOWLEDGES AND CERTIFIES THAT (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE INSTRUMENTS OR OTHER DOCUMENTS DELIVERED PURSUANT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS, ACKNOWLEDGMENTS AND CERTIFICATIONS SET FORTH IN THIS Section 5.5(c).

**Section 5.6. Specific Performance.**

(a) Each of the parties acknowledges and agrees that the rights of each party to consummate the transactions contemplated by this Agreement are special, unique and of extraordinary character and that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, each party agrees that, in addition to any other available remedies a party may have in equity or at law, each party shall be entitled to enforce specifically the terms and provisions of this Agreement and to obtain an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Agreement, consistent with the provisions of Section 5.5(b), without necessity of posting a bond or other form of security. In the event that any Proceeding should be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law.

**Section 5.7. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and permitted assigns. No party may assign this Agreement, any right to damages for breach of this Agreement or any of its rights or interests or delegate any of its obligations under this Agreement, in whole or

in part, by operation of Law, by transfer or otherwise, without the prior written consent of the other parties not seeking to assign this Agreement, any right to damages for breach of this Agreement or any of its rights or interests or delegate any of its obligations and any attempted or purported assignment or delegation in violation of this Section 5.7 shall be null and void.

**Section 5.8. Entire Agreement.**

(a) This Agreement (together with SCHEDULE A and the other documents, certificates, and instruments referred to herein) constitutes the entire agreement among the parties with respect to the subject matter hereof and thereof and supersedes all other prior and contemporaneous agreements, negotiations, understandings, representations and warranties, whether oral or written, with respect to such matters.

(b) In the event of any inconsistency between the statements in the body of this Agreement, on the one hand, and any other documents, certificates, and instruments referred to herein, on the other hand, the statements in the body of this Agreement shall control.

(c) Each party acknowledges and agrees that, except for the express representations and warranties set forth in this Agreement (i) no party has made or is making any other representations, warranties, statements, information or inducements, (ii) no party has relied on or is relying on any other representations, warranties, statements, information or inducements and (iii) each party hereby disclaims reliance on any other representations, warranties, statements, information or inducements, oral or written, express or implied, or as to the accuracy or completeness of any statements or other information, made by, or made available by, itself or any of its representatives, in each case with respect to, or in connection with, the negotiation, execution or delivery of this Agreement, any instrument or other document delivered pursuant to this Agreement or the transactions contemplated by this Agreement and notwithstanding the distribution, disclosure or other delivery to the other or the other's representatives of any documentation or other information with respect to any one or more of the foregoing, and waives any claims or causes of action relating thereto.

**Section 5.9. Severability.** The provisions of this Agreement shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of the other provisions of this Agreement. If any provision of this Agreement, or the application of such provision to any Person or any circumstance, is illegal, invalid or unenforceable, (a) a suitable and equitable provision to be negotiated by the parties, each acting reasonably and in good faith shall be substituted therefor in order to carry out, so far as may be legal, valid and enforceable, the intent and purpose of such illegal, invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such illegality, invalidity or unenforceability, nor shall such illegality, invalidity or unenforceability affect the legality, validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

**Section 5.10. Counterparty Effortiveness.** This Agreement (a) may be executed in one

**Section 5.10. Counterparts; Effectiveness.** This Agreement (a) may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement and (b) shall become effective when each party shall have received one or more counterparts hereof signed by each of the other parties.

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An executed copy of this Agreement delivered by email or other means of electronic transmission (including DocuSign) shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

**Section 5.11. Third-Party Beneficiaries.** The parties hereby agree that their respective representations, warranties, covenants and agreements set forth in this Agreement are solely for the benefit of the other, subject to the terms and conditions of this Agreement, and this Agreement is not intended to, and does not, confer upon any other Person any rights or remedies, express or implied, hereunder.

**Section 5.12. Further Assurances.** The Stockholder shall execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper, or advisable under applicable Laws, to perform its obligations under this Agreement.

**Section 5.13. Capacity as Stockholder.** The Stockholder signs this Agreement solely in the Stockholder's capacity as the owner of Subject Shares. Notwithstanding anything to the contrary in this Agreement, nothing herein will in any way prevent, limit or otherwise restrict a director or officer of the Parent in the taking of any actions (or failure to act) in his or her capacity as a director or officer of the Parent, or in the exercise of his or her fiduciary duties as a director or officer of the Parent, or prevent or be construed to create any obligation on the part of any director or officer of the Parent from taking any action in his or her capacity as such director or officer, and no action taken in any such capacity as an officer or director of the Parent shall be deemed to constitute a breach of this Agreement.

**Section 5.14. No Agreement Until Executed.** This Agreement will not be effective unless and until the Merger Agreement is executed by all parties thereto.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each of Parent and the Stockholder has caused this Agreement to be executed as of the date first written above.

Redwire Corporation

By: /s/ Peter Cannito  
Name: Peter Cannito  
Title: Chief Executive Officer and President

Genesis Park II LP

By: /s/ Paul Hobby  
Name: Paul Hobby  
Title: Managing Partner





**SCHEDULE A**

		<u>Name of Direct Owner</u>
Common Shares	4,307,489	Genesis Park II LP
Warrants	5,131,799	Genesis Park II LP
Preferred Shares	0	



