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

Date of Report (Date of earliest event reported): **June 4, 2025**

Redwire Corporation

(Exact name of registrant as specified in its charter)

Delaware	**001-39733**	**88-1818410**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
8226 Philips Highway, Suite 101 Jacksonville, Florida		**32256**
(Address of principal executive offices)		(Zip Code)
	(650) 701-7722	
	(Registrant's telephone number, including area code)	
	Not Applicable	
	(Former name or former address, if changed since last report.)	

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation 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:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.0001 par value per share	RDW	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 1.01 - Entry into a Material Definitive Agreement.

Amended Merger Agreement

On June 8, 2025, Redwire Corporation ("Redwire"), Edge Autonomy Ultimate Holdings, LP, a Delaware limited partnership ("Seller"), Edge Autonomy Intermediate Holdings, LLC, a Delaware limited liability company ("Edge Autonomy Holdings," and, together with its subsidiaries, "Edge Autonomy"), Echelon Merger Sub, Inc., a Delaware corporation and a direct wholly-owned subsidiary of Redwire ("Merger Sub") and Echelon Purchaser, LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of Redwire ("Purchaser"), entered into Amendment No. 2 (the "Amendment") to that certain Agreement and Plan of Merger, dated January 20, 2025, as amended on February 3, 2025 (as so amended, the "Merger Agreement," and, together with the Amendment, the "Amended Merger Agreement"), by and among Redwire, Seller, Edge Autonomy Holdings, Merger Sub and Purchaser, pursuant to which Redwire will, via the mergers set forth in the Amended Merger Agreement (the "Mergers"), acquire Edge Autonomy.

The Amended Merger Agreement provides that the equity securities of Edge Autonomy Holdings issued and outstanding immediately prior to the closing of the Mergers (the "Closing") will be converted into the right to receive merger consideration of $925 million, subject to customary adjustments for indebtedness, cash, working capital and transaction expenses not paid or assumed by Seller (the "Merger Consideration"), consisting of (i) $160 million in cash, which amount will include a promissory note in the principal amount of $100 million to be issued by a subsidiary of Redwire (the "Seller Note Issuer" and such promissory note the "Seller Note") and (ii) $765 million in shares of common stock of Redwire, par value $0.0001 per share ("Redwire Common Stock") issued at a price per share of $15.07 (the "Equity Consideration"), subject to the Equity Holdback (as defined below). Prior to entering into the Amendment, the nominal $925 million of Merger Consideration was to consist, subject to the previously described adjustments, of (i) $150 million in cash and (ii) $775 million in Redwire Common Stock, issued at a price per share of $15.07.

Additionally, the Amendment eliminates a cash escrow account to fund post-Closing purchase price adjustments. Instead, Redwire Common Stock equal to $5 million, valued at a price per share of $15.07, will be held back from the Equity Consideration delivered at Closing (the "Equity Holdback"), and adjustments to the final Merger Consideration made post-Closing based on the final amounts of indebtedness, cash, working capital and transaction expenses will be satisfied by Redwire retaining all or a portion of such withheld Equity Consideration or issuing Redwire Common Stock in an amount equal to up to $10 million to Seller, as applicable, depending on the purchase price adjustment (if any). Seller has also agreed to assume certain transaction expenses of Edge Autonomy for which neither Edge Autonomy nor Redwire would have further responsibility.

The Amendment also provides that, in connection with the Closing, the Seller Note Issuer will issue the Seller Note in the principal amount of $100 million. The Seller Note will be unsecured. Interest on the Seller Note will accrue as follows, and will be payable quarterly, at Redwire's option, in cash or in-kind at an annual rate equal to: (x)(i) from the Closing through July 15, 2025 (such time period, "Period 1"), and (ii) from July 16, 2025 through December 31, 2025 (such time period, "Period 2"), in each case, fifteen percent (15.00%) and (y) from and after January 1, 2026 (such time period, the "Full Return Period"), eighteen percent (18.00%). The Seller Note will have a 3.00% upfront fee to be paid-in-kind and added to the principal amount of the Seller Note and will be fully earned at the Maturity Date (as defined below) and a cash minimum return payment calculated as follows: (x) to the extent the Seller Note is repaid in whole or in part during Period 1, 1.20 times the principal amount being repaid, (y) to the extent the Seller Note is repaid in whole or in part during Period 2, 1.35 times the principal amount being repaid and (z) to the extent the Seller Note is repaid in whole or in part during the Full Return Period, 1.50 times the principal amount being repaid, in each case, less aggregate cash payments of principal, interest (including paid-in-kind interest) and the upfront fee previously or then being paid in cash. The Seller Note also will provide that if Redwire or any of its subsidiaries (a) receives any equity financing net proceeds (as defined therein) or (b) receives any net debt proceeds (as defined therein) from a refinancing or modification of certain existing Redwire or Edge Autonomy credit facilities, 100.00% of such proceeds (subject to certain limitations), to the extent made available to the Seller Note Issuer, must be applied to the prepayment of the obligations under the Seller Note in cash. The Seller Note matures on the date that is the earliest of (i) a change of control of the majority of outstanding Redwire Common Stock (determined on a fully diluted and as converted basis), or a sale of all or substantially all of the assets of Redwire; (ii) the date that is ninety-one (91) days following the maturity date of certain existing Redwire or Edge Autonomy credit facilities; and (iii) acceleration following an event of default (as defined therein) (such date, the "Maturity Date"). The Seller Note is filed as Annex III to the Amendment, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The board of directors of Redwire (the "Board"), upon recommendation of a special committee of the Board (the "Special Committee") composed entirely of directors who are independent both with respect to Redwire and AE Industrial Partners, LP and its affiliates ("AEI"), has approved the Amended Merger Agreement and the transactions contemplated thereby, including the Mergers and the issuance of shares of Redwire Common Stock as partial consideration in the Mergers (the "Stock Issuance"). The Mergers, including the Stock Issuance pursuant to the Mergers (the "Transactions"), are subject to the approval of Redwire's stockholders (the "Stockholder Approval"), including the affirmative vote of the holders of a majority in voting power of Redwire Common Stock issued and outstanding and held by persons other than AEI, persons that Redwire has determined to be officers of Redwire within the

meaning of Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and members of the Board who are (i) not members of the Special Committee and (ii) affiliated with AEI (the "Excluded Holders"). As disclosed in the definitive proxy statement filed with the Securities and Exchange Commission (the "SEC") on May 9, 2025 (the "proxy statement"), Redwire intends to hold a stockholder meeting on June 9, 2025, at which time Redwire intends to adjourn the stockholder meeting until June 13, 2025 at 8:00 a.m. Eastern Time, by action of the chairman of the meeting, in accordance with Redwire's bylaws (as so adjourned and including any further postponements or adjournments thereof, the "Redwire Special Meeting") in order to provide stockholders with additional time to review the amendment, the related proxy statement supplement, and all associated materials. Redwire intends to submit the proposals to approve the Mergers and the Stock Issuance pursuant to the Mergers to a vote of Redwire's stockholders at the Redwire Special Meeting. The Board has also approved a recommendation to Redwire's stockholders that they vote to approve the Transactions. In connection with execution of the Amendment, entities affiliated with AEI, Genesis Park (through its affiliate Genesis Park II LP) and Bain Capital (through its affiliate BCC Redwire Aggregator, L.P.) ("Bain") have confirmed their prior agreements to vote in favor of the proposals relating to the transactions at the Redwire Special Meeting, representing an aggregate of approximately 69.2% of Redwire's outstanding voting power, and 46.5% of Redwire's outstanding voting power held by persons other than by the Excluded Holders.

All other material terms of the Merger Agreement, which was previously filed by the Company as Exhibit 2.1 to the Current Report on Form 8-K dated January 21, 2025, remain the same in the Amended Merger Amendment.

The foregoing description of the Amendment, including the Seller Note, does not purport to be complete and is qualified in its entirety by the full text of the Amendment, including the Seller Note, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Amended Credit Facility

On June 4, 2025, Redwire entered into an amendment to that certain Credit Agreement, dated as of October 28, 2020, by and among certain of Redwire's subsidiaries, Adams Street Credit Advisors LP (the "Existing Redwire Agent") and the lenders party thereto (as amended, modified, renewed, extended, restated and/or supplemented from time to time, the "Redwire Credit Facility") whereby, subject to the closing of the Transactions, (i) the maturity date of the Redwire Credit Facility will be extended to April 28, 2027, (ii) commencing on January 1, 2026, the interest rate of the Redwire Credit Facility will be increased to match the interest rate under the Debt Facilities (as defined below) and (iii) the Existing Redwire Agent will be granted a second lien on the equity interests of Edge Autonomy.

Registration Rights Coordination Agreement

On June 8, 2025, Redwire entered into a registration rights coordination agreement (the "RRCA") with Bain, AE Industrial Partners Fund II, L.P. and AE Industrial Partners Structured Solutions I, L.P. relating to that certain Registration Rights Agreement, dated October 28, 2022, by and among Redwire, Bain, AE Industrial Partners, Fund II, L.P. and AE Industrial Partners Structured Solutions (the "RRA"), which was entered into in connection with the issuance of Redwire's Series A Convertible Preferred Stock (the "Redwire Preferred Stock"). In order to resolve certain issues arising under the RRA, the RRCA provides that, if Redwire effects any equity offering within 90 days after the Closing (a "Post-Closing Offering"), (i) the first $40 million of net proceeds of the Post-Closing Offering would be retained by Redwire for working capital and other corporate uses, (ii) an amount equal to the greater of (A) 25% of net proceeds of the Post-Closing Offering and (B) $50 million would, at Bain's election within five days following consummation of the Post-Closing Offering, be applied to purchase a portion of Bain's shares of Redwire Preferred Stock based on the then-current conversion rate of the Redwire Preferred Stock at a price based on the per share price of Redwire Common Stock sold by Redwire in any Post-Closing Offering, and (iii) the balance of the net proceeds of the Post-Closing Offering would be retained by Redwire for its corporate purposes, including the repayment of the Seller Note in accordance with its terms. In addition, Bain, AE Industrial Partners Fund II, L.P. and AE Industrial Partners Structured Solutions I, L.P. each agreed in the RRCA that, subject to certain limitations, if requested by the underwriters of the Post-Closing Offering, it and its affiliates would enter into a 90-day lock-up agreement, as would have been required if their shares of Redwire Common Stock were to be included in the Post-Closing Offering pursuant to the RRA. In addition, Redwire agreed to file a resale registration statement and to use its commercially reasonable efforts to cause it to be declared effective not later than the 90 days after the Closing.

Item 3.02 – Unregistered Sales of Equity Securities.

The disclosure contained in Item 1.01 above is hereby incorporated into this Item 3.02 by reference.

Item 7.01 - Regulation FD Disclosures.

On June 9, 2025, Redwire issued a press release in connection with the announcement of the execution of the Amendment. A copy of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

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 Exchange Act, or incorporated by reference in any filing under the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 8.01 Other Events.

TCBI Securities, Inc., doing business as Texas Capital Securities, JPMorgan Chase Bank, N.A., Bank of America, N.A., and Truist Bank (the "Lenders") have committed to provide debt financing in an aggregate principal amount of not less than $90 million (the "Debt Facilities"), on the terms and subject to the conditions set forth in a commitment letter, dated May 23, 2025 (the "Debt Commitment Letter"), under which a wholly-owned subsidiary of Redwire will be the lead borrower (the "Debt Facility Borrower").

The Debt Commitment Letter provides that the Debt Facilities will be effective upon the Closing and will consist of a senior secured first lien term loan facility with maximum availability of not less than $90 million. The Debt Facility will mature on April 28, 2027. The Debt Facility Borrower's obligations under the Debt Facilities will be guaranteed on a senior secured basis by certain subsidiaries of the Debt Facility Borrower and its parent company. Proceeds from the Debt Facilities will be used in part to finance the Closing-related payments, to refinance Edge Autonomy's existing debt facilities and for working capital purposes. The administrative and collateral agent for the Debt Facilities will be JPMorgan Chase Bank, N.A. The principal amount under the term loan facility is subject to mandatory amortization at a rate of 1.25% per calendar quarter. The term loans are expected to accrue interest at variable rates based on Term Secured Overnight Financing Rate (with a floor of 0.75% per annum) or other standard indices, plus 6.50% per annum margin through December 31, 2025 and 7.00% per annum margin thereafter.

The obligations of the Lenders to provide debt financing under the Debt Commitment Letter are subject to customary conditions, including, without limitation, negotiation and execution of definitive agreements for the Debt Facilities consistent with the Debt Commitment Letter.

Item 9.01 - Financial Statements and Exhibits

(d) The following exhibits are being filed herewith:

Exhibit No.	Description
2.1	Amendment, dated as of June 8, 2025, by and among Redwire Corporation, Edge Autonomy Ultimate Holdings, LP, Edge Autonomy Intermediate Holdings, LLC, Echelon Merger Sub, Inc., and Echelon Purchaser, LLC
10.1	Registration Rights Coordination Agreement, dated as of June 8, 2025, by and among Redwire Corporation, BCC Redwire Aggregator, L.P., AE Industrial Partners Fund II, L.P., and AE Industrial Partners Structured Solutions I, L.P.
99.1	Press Release, dated June 9, 2025
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Additional Information and Where to Find It

Redwire filed the proxy statement and will file a supplement to the proxy statement on Form DEFR14A (the "proxy supplement"). The information in the proxy statement and proxy supplement is not complete and may be changed. STOCKHOLDERS ARE URGED TO CAREFULLY READ THE PROXY STATEMENT, THE PROXY SUPPLEMENT 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 are able to obtain free copies of the proxy statement, the proxy supplement and other documents filed with the SEC by the parties through the website maintained by the SEC at www.sec.gov. In addition, investors and stockholders will be able to obtain free copies of the proxy statement, proxy supplement and other documents filed with the SEC by the parties on the investor relations section of Redwire's website at 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 and the proxy supplement.

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, are set forth in the proxy statement. 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, 2024 and its Proxy Statement on Schedule 14A, dated April 9, 2025, 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 and Section 21E of the Securities Exchange Act. 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, contracts, objectives of management, entry into the potential business combination, expected benefits from the proposed business combination, expected performance of the combined company, and 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, effects of trade tariffs and other trade actions, 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, which may be affected by changes in government program requirements, spending priorities or budgetary constraints, including government shutdowns, or which may be influenced by the level of military activities and related spending, such as in or with respect to ongoing or future conflicts, including the war in Ukraine, or as a result of changes in international support for military assistance to Ukraine; (14) the fact that Redwire is and the combined company will be subject to stringent U.S. economic sanctions and trade control laws and regulations, as well as risks related to doing business in other countries, including those related to tariffs, trade restrictions and government actions; (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 Redwire Common Stock that will result from the issuance of additional shares of Redwire Common Stock as consideration for the acquisition of Edge Autonomy, as well as the issuance of Redwire 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 Redwire preferred stock has reduced the relative voting power of holders of Redwire 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 Redwire preferred stock into Redwire Common Stock; (19) the fact that AEI and Bain Capital and their respective affiliates have significant influence over us, which could limit your ability to influence the outcome of key transactions, as well as AEI's increased voting power resulting from its receipt of the Equity Consideration; (20) the fact that provisions in our Certificate of Designation with respect to our Redwire 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 Redwire 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 Redwire 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 Redwire Common Stock to fall; (23) the impact of the issuance of additional shares of Redwire preferred stock as paid-in-kind dividends on the price and market for Redwire Common Stock; (24) the volatility of the trading price of Redwire Common Stock; (25) risks related to short sellers of Redwire Common Stock; (26) Redwire's or the combined company's inability to report its 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 Amended Merger Agreement necessary to consummate the Mergers 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 Transactions, and to identify and realize additional opportunities; (33) costs related to the Transactions; (34) a significant portion of Edge Autonomy's revenues result from sales to customers in Ukraine, which sales have been declining and may continue to decline in the event that the war and hostilities in Ukraine end, decline or change, or as a result of changes in international support for military assistance to Ukraine; and (35) 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.

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: June 9, 2025

Redwire Corporation	
By:	/s/ Jonathan Baliff
Name:	Jonathan Baliff
Title:	Chief Financial Officer and Director

AMENDMENT NO. 2 TO THE AGREEMENT AND PLAN OF MERGER

This AMENDMENT NO. 2 TO THE AGREEMENT AND PLAN OF MERGER (this " Amendment") is made and entered into as of June 8, 2025, by and among (i) Edge Autonomy Ultimate Holdings, LP, a Delaware limited partnership (*f/k/a* UAVF Ultimate Holdings, LP) (" Seller"), (ii) Edge Autonomy Intermediate Holdings, LLC, a Delaware limited liability company (*f/k/a* UAVF Intermediate Holdings, LLC) (the " Company"), (iii) Redwire Corporation, a Delaware corporation ("Parent"), (iv) Echelon Merger Sub, Inc., a Delaware corporation and a direct wholly-owned Subsidiary of Parent ("Merger Sub"), and (v) Echelon Purchaser, LLC, a Delaware limited liability company and a direct wholly-owned Subsidiary of Parent ("Purchaser", together with Seller, the Company, Parent and Merger Sub, the " Parties", and each, a "Party"), and amends that certain Agreement and Plan of Merger, dated as of January 20, 2025, by and among the Parties, as amended by that certain Amendment No. 1, dated February 3, 2025 ("Amendment No. 1"), by and among the Parties (the "Merger Agreement"). Except as otherwise set forth herein, capitalized terms used herein have the meanings set forth in the Merger Agreement.

RECITALS

WHEREAS, Section 13.07 of the Merger Agreement provides for the amendment of the Merger Agreement in accordance with the terms set forth therein;

WHEREAS, on February 3, 2025, the Parties entered into Amendment No. 1, which extended the filing deadlines for certain regulatory filings in connection with the Mergers; and

WHEREAS, in furtherance of the consummation of the transactions contemplated by the Merger Agreement, the Parties have determined to further amend the Merger Agreement as set forth below.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments.

(a) Section 1.01 of the Merger Agreement is hereby amended by deleting the definitions of "Closing Date Cash Payment Amount", "Closing Date Cash Proceeds", "Closing Equity Amount", "Closing Purchase Price" and "Minimum Cash Requirement" in their entirety and replacing them with the following, respectively:

"Closing Date Cash Payment Amount" means the aggregate amount of cash required to be paid or delivered by or on behalf of Parent pursuant to Section 2.03(d), Section 2.03(f) and Section 2.03(g).

"Closing Date Cash Proceeds" means an amount equal to (a) one hundred sixty million U.S. dollars ($160,000,000), *minus* (b) the Closing Date Cash Shortfall Amount; provided, that, if such number is negative, then the Closing Date Cash Proceeds shall be zero dollars ($0).

"Closing Equity Amount" means an amount equal to:

(a) the Closing Purchase Price, minus

(b) the amount of the Closing Date Cash Proceeds, minus

(c) the Equity Holdback Amount.

"Closing Purchase Price" means the Enterprise Value, minus (a) after giving effect to the Company Pre-Closing Payments, the amount of Indebtedness outstanding as of immediately prior to the Closing, plus (b) the amount of Cash as of the Measurement Time, but after giving effect to the Company Pre-Closing Payments, minus (c) the absolute value of the amount (if any) by which Closing Working Capital is less than Target Working Capital, plus (d) the absolute value of the amount (if any) by which Closing Working Capital is greater than Target Working Capital, minus (e) after giving effect to the Company Pre-Closing Payments, all Transaction Expenses. For the avoidance of doubt, no items included in the definitions of Cash, Indebtedness, Transaction Expenses or Working Capital shall be double counted for purposes of calculating the Closing Purchase Price hereunder.

"Minimum Cash Requirement" means that, as of immediately prior to the Closing and prior to the Company Pre-Closing Payments, Parent shall have an amount of freely usable cash, including the proceeds from any Debt Financing, of greater than or equal to one hundred sixty million U.S. dollars ($160,000,000); provided, however, that for purposes of determining whether the Minimum Cash Requirement has been satisfied, the Seller Note Amount shall be considered freely usable cash.

(b) Section 1.01 of the Merger Agreement is hereby further amended by adding the following new definitions:

"Equity Holdback Amount" means an amount equal to five million U.S. dollars ($5,000,000).

"Expense Assignment Agreements" means the assignment agreements, in forms reasonably acceptable to Parent, pursuant to which all Contractual Obligations relating to the items identified on Schedule 2.03(f) as "Assigned to Seller" are fully and unconditionally assigned to the Seller, effective as of the Closing, and which further provide that all parties thereto release and forever discharge the Company Group from any and all claims, liabilities, or obligations arising out of or relating to such Contractual Obligations and that the Company Group is an express third-party beneficiary thereof.

"Seller Note" means the promissory note to be issued by the Seller Note Issuer at the Closing, substantially in the form attached hereto as Exhibit K.

"Seller Note Amount" means the original outstanding principal of the Seller Note in the amount of one hundred million U.S. dollars ($100,000,000).

"Seller Note Issuer" means Redwire Finance Holdings, LLC, a Delaware limited liability company and direct, wholly-owned subsidiary of Parent.

(c) Section 1.01 of the Merger Agreement is hereby further amended by adding the following new prong (H) to the last sentence of the definition of "Transaction Expenses" following prong (G) thereof:

and (H) all items that would constitute "Transaction Expenses" hereunder that are otherwise assigned to Seller at or prior to the Closing pursuant to Section 2.03(f) hereof.

(d) The Merger Agreement is hereby amended by deleting the defined terms "Escrow Agent", "Escrow Agreement", "Purchase Price Adjustment Escrow Account", "Purchase Price Adjustment Escrow Amount" and "Purchase Price Adjustment Escrow Funds" in their entirety from the Merger Agreement. Any provisions in which such defined terms appear shall be revised and interpreted, as necessary, to ensure grammatical correctness and to preserve their intended meaning and effect as if such terms had not been included in such provisions.

(e) The Merger Agreement is hereby amended by deleting the defined term "Consulting Termination Agreement" in its entirety from the Merger Agreement and replacing it in each instance in which such term was previously used with the term "Assignment of AE Consulting Agreement". Any provisions in which such defined term appears shall be revised and interpreted, as necessary, to ensure grammatical correctness and to preserve their intended meaning and effect as if "Consulting Termination Agreement" had not been used and "Assignment of AE Consulting Agreement" had been included in such provisions.

(f) Section 2.03(c) of the Merger Agreement is hereby amended and restated in its entirety as follows:

(c) Parent shall pay, or cause to be paid, to Seller the Closing Date Cash Proceeds, by wire transfer of immediately available funds to the account(s) designated by Seller; provided, however, that Parent's obligation to deliver the Closing Date Cash Proceeds shall be deemed satisfied (in whole or in part, as applicable) to the extent of the Seller Note Amount upon delivery of the Seller Note in accordance with the terms hereof.

(g) Section 2.03(e) of the Merger Agreement is hereby amended and restated in its entirety as follows:

(e) [INTENTIONALLY OMITTED];

(h) Section 2.03(f) of the Merger Agreement is hereby amended and restated in its entirety as follows:

(f) Parent shall pay, or cause to be paid, on behalf of the Company, all unpaid Transaction Expenses identified on Schedule 2.03(f) (other than (i) Bonus Payments

and (ii) items identified on Schedule 2.03(f) as "Assigned to Seller", if any) (for the avoidance of doubt, after giving effect to the Company Pre-Closing Payments) to each Person who is owed a portion thereof, and any such items identified on Schedule 2.03(f) as "Assigned to Seller" shall, as of the Closing, automatically and without the need for any further action by any party hereto, be deemed to have been assigned, or caused to have been assigned, by the Company to Seller;

(i) Section 2.03(h) of the Merger Agreement is hereby amended and restated in its entirety as follows:

(h) Seller and the Company shall deliver, or cause to be delivered, to Parent, (i) the Assignment of AE Consulting Agreement, duly executed by Seller, AE Consultant and Edge Autonomy Bend and (ii) fully executed copies of the Expense Assignment Agreements;

(j) The following is hereby added as a new Section 2.03(l) of the Merger Agreement, and all necessary conforming changes to punctuation and conjunctions preceding Section 2.03(l) shall be deemed made:

(l) Parent shall deliver, or cause to be delivered, to Seller the Seller Note, duly executed by Parent and Seller Note Issuer, and Seller shall countersign and deliver a counterpart thereof to Parent.

(k) Section 2.04(h) of the Merger Agreement is hereby amended and restated in its entirety as follows:

(h) Within five (5) Business Days after the Closing Purchase Price, including each of the components thereof, is finally determined pursuant to this Section 2.04:

(i) if the Closing Purchase Price as finally determined pursuant to this Section 2.04 is less than the Estimated Closing Purchase Price (the total amount of such shortfall, the "Parent Adjustment Amount"), then Parent shall issue to the Seller a number of Parent Shares equal to (A) the amount by which the Equity Holdback Amount exceeds the Parent Adjustment Amount divided by (B) the Closing Per Share Price; provided, for the avoidance of doubt, that no additional Parent Shares shall be issued pursuant to this Section 2.04(h) if the Parent Adjustment Amount is equal to or greater than the Equity Holdback Amount; and

(ii) if the Closing Purchase Price as finally determined pursuant to this Section 2.04 is greater than the Estimated Closing Purchase Price (the total amount of such excess, the "Seller Adjustment Amount"), then Parent shall issue to the Seller a number of Parent Shares equal to (A) the lesser of (x) the sum of (I) the Equity Holdback Amount, plus (II) the Seller Adjustment Amount and (y) ten million U.S. dollars ($10,000,000), divided by (B) the Closing Per Share Price.

(l) Sections 3.01(f) and 3.02(f) of the Merger Agreement are each hereby amended and restated in its entirety as follows:

(f) [INTENTIONALLY OMITTED];

(m) Section 3.01(j) of the Merger Agreement is hereby amended and restated in its entirety as follows:

(j) the Closing Date Cash Shortfall Amount shall not exceed sixty million U.S. dollars ($60,000,000).

(n) Section 3.01(k) of the Merger Agreement is hereby amended and restated in its entirety as follows:

(k) (i) the Assignment of AE Consulting Agreement shall have been executed by Seller, AE Consultant and the Company and shall have been delivered to Parent and (ii) the Expense Assignment Agreements shall have been duly executed by all parties thereto;

(o) The defined term "Recommendation" set forth in Section 6.02(b) of the Merger Agreement shall be deemed to refer to Mergers, including the Stock Issuance pursuant to the Mergers, after giving effect to this Amendment.

(p) Each of Section 7.07(d) and Section 8.10(a) of the Merger Agreement is hereby deleted in its entirety.

(q) Section 7.14(b) of the Merger Agreement is hereby amended and restated in its entirety as follows:

(b) Second, the Company shall pay, or cause to be paid, all Transaction Expenses identified on Schedule 2.03(f) (other than (i) Bonus Payments and (ii) items identified on Schedule 2.03(f) as "Assigned to Seller", if any) to each Person who is owed a portion thereof.

(r) Section 8.11 of the Merger Agreement is hereby amended by deleting the words "(and in any event no later than five (5) Business Days)" from the last sentence of such Section 8.11 and replacing such words with "(and in any event, not later than May 9, 2025)".

(s) Exhibit A of the Merger Agreement is hereby deleted in its entirety.

(t) Exhibit C of the Merger Agreement is hereby amended by replacing it in its entirety with the document attached hereto as Annex I, which shall be added to the Merger Agreement as new Exhibit C.

(u) Exhibit I of the Merger Agreement is hereby amended by replacing it in its entirety with the document attached hereto as Annex II, which shall be added to the Merger Agreement as new Exhibit I.

(v) The document attached hereto as Annex III shall be added to the Merger Agreement as new Exhibit K.

2. Proxy Statement Amendment. The Parties shall reasonably cooperate to cause the preparation, filing with the SEC, and the mailing or delivery to Parent's stockholders of an amendment to the definitive Proxy Statement that reflects, among other things, this Amendment, and the definition of "Proxy Statement" in Section 8.11 of the Merger Agreement is hereby amended to include any amendments to such proxy statement. For the avoidance of doubt, Parent shall be entitled to adjourn the date of the Stockholders Meeting to not later than June 20, 2025 if Parent determines any such adjournment is necessary or appropriate to permit adequate dissemination of any amendments to the definitive Proxy Statement or to allow reasonable additional time for solicitation of proxies for purposes of obtaining a quorum or the Requisite Vote.

3. No Further Amendment. Except as expressly amended hereby, the Merger Agreement is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Merger Agreement.

4. Effect of Amendment. This Amendment shall form a part of the Merger Agreement for all purposes, and each party thereto and hereto shall be bound hereby. From and after the execution of this Amendment by the Parties, any reference to the Merger Agreement (including the "Agreement", as such term is used in the Merger Agreement) shall be deemed a reference to the Merger Agreement as amended hereby.

5. Miscellaneous. Sections 13.03 (Notices), 13.05 (Severability), 13.06 (Construction), 13.07 (Amendment and Waiver), 13.08 (Complete Agreement), 13.10 (Counterparts), 13.11 (Governing Law; Choice of Law; Venue; Service of Process; Waiver of Jury Trial), 13.12 (Arbitration), 13.13 (Prevailing Party), and 13.17 (Conflict Between Transaction Documents) of the Merger Agreement shall apply to this Amendment *mutatis mutandis.*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

COMPANY:

EDGE AUTONOMY INTERMEDIATE HOLDINGS, LLC

By: /s/ Scott Kirk

Name: Scott Kirk

Its: Chief Financial Officer and Secretary

SELLER:

EDGE AUTONOMY ULTIMATE HOLDINGS, LP

By: /s/ Scott Kirk

Name: Scott Kirk

Its: Chief Financial Officer

PARENT:

REDWIRE CORPORATION

By:	/s/ Aaron Futch
Name:	Aaron Futch
Its:	Executive Vice President, General Counsel and Secretary

PURCHASER:

ECHELON PURCHASER, LLC

By:	/s/ Aaron Futch
Name:	Aaron Futch
Its:	Vice President and Secretary

MERGER SUB:

ECHELON MERGER SUB, INC.

By:	/s/ Aaron Futch
Name:	Aaron Futch
Its:	Vice President and Secretary

Annex III

Form of Seller Note

(See attached.)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY COMPARABLE STATE SECURITIES LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER THIS NOTE NOR ANY PORTION HEREOF OR INTEREST HEREIN MAY BE SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS THE SAME IS REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER HAS RECEIVED EVIDENCE OF SUCH EXEMPTION REASONABLY SATISFACTORY TO THE MAKER.

THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT FOR FEDERAL INCOME TAX PURPOSES. A HOLDER OF THIS NOTE MAY CONTACT THE MAKER AT [●] TO OBTAIN THE ISSUE PRICE, AMOUNT OF ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND THE YIELD TO MATURITY, ALL AS DETERMINED UNDER THE PROVISIONS OF THE TREASURY REGULATIONS UNDER SECTIONS 1271 THROUGH 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

UNSECURED PROMISSORY NOTE

June [●], 2025 $100,000,000.00

Redwire Finance Holdings, LLC, a Delaware limited liability company (the "Maker"), for value received, hereby promises to pay to Edge Autonomy Ultimate Holdings, LP, a Delaware limited partnership (the "Holder"), or its registered assigns, the aggregate principal amount of One Hundred Million and 00/100 Dollars ($100,000,000.00) (the "Original Principal Amount"), together with interest thereon calculated from the date hereof (the "Effective Date") in accordance with the provisions of this unsecured promissory note (this "Note"). This Note is being issued pursuant to Section 2.03(l) of that certain Agreement and Plan of Merger, dated as of January 20, 2025, by and among Redwire Corporation, a Delaware corporation and an affiliate of the Maker, the Holder, and certain other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Merger Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Merger Agreement.

1. Payment of Principal and Interest.

   (a) Interest; Minimum Return. Subject to Section 3(b), interest shall accrue from the Effective Date at a rate equal to (x)(i) from the Effective Date through July 15, 2025 (such time period, "Period 1"), and (ii) from July 16, 2025 through December 31, 2025 (such time period, "Period 2"), in each case, fifteen percent (15.00%) and (y) from and after January 1, 2026 (such time period, the "Full Return Period"), eighteen percent (18.00%), in the case of each of the foregoing clauses (x) and (y), per annum (based on a 365 day year) on the unpaid principal amount of this Note from time to time outstanding (including all capitalized PIK Interest (as defined below)) and shall be payable in arrears (i) quarterly on the last day of each calendar quarter (commencing September 30, 2025) (each, an "Interest Payment Date") and (ii) on the Maturity Date (as hereinafter defined); provided that, on each Interest Payment

Date, at the written option of the Maker (which shall be deemed exercised and provided to the extent any interest is not paid in cash on the applicable Interest Payment Date), any interest accrued on this Note from and after the later of the Effective Date and the last Interest Payment Date on which interest shall have been paid shall be capitalized and paid-in-kind by increasing the outstanding principal amount of this Note ("PIK Interest") in lieu of being paid in cash; provided, however, that any accrued interest not previously paid or capitalized shall be paid in full in cash at such time as all remaining unpaid principal on this Note is paid on the Maturity Date or otherwise in accordance with this Note. Any repayment or prepayment of this Note in whole or in part shall be accompanied with a payment of the Minimum Return (as defined below), determined as of the date of such repayment or prepayment, which Minimum Return, if any, shall be due and payable as though said Obligations were voluntarily prepaid as of such date and shall constitute part of the Obligations, in view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of each Holder's lost profits as a result thereof. For the avoidance of doubt, the Minimum Return (x) shall be presumed to be the liquidated damages sustained by the Holder as the result of the early repayment or prepayment of the Obligations and the Maker agrees that it is reasonable under the circumstances and (y) shall be due and payable on the earliest of (i) the Maturity Date, (ii) the date this Note is accelerated pursuant to Section 3(b), and (iii) the date on which the Note is paid in full, in cash. The parties hereto acknowledge that the obligation of the Maker to pay the Minimum Return shall survive acceleration of the Note and/or the occurrence of any bankruptcy, insolvency or similar proceeding, and shall automatically accrue to the Original Principal Amount and shall constitute part of the Obligations for all purposes herein. If the Note is accelerated for any reason pursuant to the terms herein, the Minimum Return shall be calculated as if the date of acceleration of the Note was the date of prepayment of the Note.

(b) The Maker EXPRESSLY WAIVES THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE MINIMUM RETURN IN CONNECTION WITH ANY ACCELERATION OF THE OBLIGATIONS. The Maker expressly acknowledges and agrees that (i) the Minimum Return is reasonable and is the product of an arm's-length transaction between sophisticated business people, ably represented by counsel, (ii) the Minimum Return shall be payable notwithstanding then prevailing market rates at the time payment is made, (iii) there has been a course of conduct between the Holder and the Maker giving specific consideration in this transaction for such agreement to pay the Minimum Return, (iv) the Minimum Return represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Holder and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Holder or profits lost by the Holder as a result of any prepayment of the Obligations, (v) the obligation of the Maker to pay amounts necessary to achieve the Minimum Return is incurred on the date hereof and an obligation of the Maker as of the date hereof, (vi) the Maker's agreement to pay the Minimum Return is a material inducement to the Holder, and (vii) the Maker shall be estopped hereafter from claiming differently than as agreed to herein with respect to the Minimum Return and the Maker acknowledges and

agrees that the Minimum Return is not intended to act as a penalty or to punish the Maker for any action. For the purposes hereof:

"Minimum Return" means the amount required (if any) to be paid by the Maker to the Holder in order for the Holder to receive a return of (x) to the extent the Note is repaid in whole or in part during Period 1, 1.20 times the Original Principal Amount (or portion thereof) being repaid, (y) to the extent the Note is repaid in whole or in part during Period 2, 1.35 times the Original Principal Amount (or portion thereof) being repaid and (z) to the extent the Note is repaid in whole or in part during the Full Return Period, 1.50 times the Original Principal Amount (or portion thereof) being repaid, less, in the case of each of the foregoing clauses (x), (y) and (z), aggregate cash payments of principal, interest (including PIK Interest) and the Upfront Fee previously or then being paid in cash to the Holder.

(c) Scheduled Maturity. Subject to Section 1(d), the Maker shall pay the entire unpaid principal amount of this Note, together with all accrued but unpaid interest thereon (including any PIK Interest) and all accrued but unpaid fees or premiums (including the Upfront Fee and the Minimum Return, if any), on the date that is the earliest of (i) such time that a majority of the outstanding shares of Common Stock (determined on a fully diluted and as converted basis), or all or substantially all of the assets of, Parent are beneficially owned (as such term is defined for purposes of the Exchange Act) by a Person or group (as such term is defined for purposes of the Exchange Act) that is not an Affiliate of the Holder, the Maker or any of their respective Affiliates; provided, that no voluntary transfer, sale, assignment or conveyance by or to Holder or any of its Affiliates of any Common Stock or assets of Parent shall cause the acceleration of this Note; (ii) the date that is ninety-one days following the Senior Facility Maturity Date (as defined below); and (iii) the date this Note is accelerated pursuant to Section 3(b) (such date, the "Maturity Date"); provided that if any payment on this Note becomes due on a day other than a Business Day, then such payment shall be made on the next Business Day. The Holder shall deliver such amendments to this Note as is reasonably requested to evidence the Maturity Date (including any extension thereof on account of any refinancing or replacement of the Existing Redwire Credit Agreement and Existing Echelon Credit Agreement (each as defined below)). For the purposes hereof:

"Senior Facility Maturity Date" shall mean the latest stated maturity date in any of (x) the Existing Redwire Credit Agreement or (y) the Existing Echelon Credit Agreement (even if new borrowers or guarantors are added). "Existing Redwire Credit Agreement" means that certain Credit Agreement, dated as of October 28, 2020, by and among Redwire Intermediate Holdings, LLC, Redwire Holdings, LLC, the other loan parties party thereto, the financial institutions from time to time party thereto as lenders, and Adams Street Credit Advisors, LP (as amended, restated, supplemented, refinanced, or otherwise modified from time to time (in accordance with the terms hereof)). "Existing Echelon Credit Agreement" means that certain Credit Agreement, dated as of the date hereof, by and among Redwire Intermediate Edge Holdings, LLC, Edge Autonomy Intermediate II

Holdings, LLC, the other loan parties party thereto, the financial institutions from time to time party thereto as lenders, and J.P. Morgan Chase Bank, as administrative agent (as amended, restated, supplemented, refinanced, or otherwise modified from time to time (in accordance with the terms hereof)).

(d) Optional Prepayment. The Maker may, at any time after the Effective Date and from time to time thereafter, without premium or penalty (other than the Minimum Return, if any), prepay all or any portion of the unpaid principal amount of this Note together with any unpaid interest (including any PIK Interest) which has accrued on the portion of the principal so prepaid; provided that, (i) any such prepayment shall be in a minimum principal amount of $1,000,000, (ii) the Maker shall provide at least five (5) Business Days' prior written notice (or any shorter period of notice acceptable to the Holder) to the Holder of such voluntary payment and (iii) the forgoing shall not prohibit payment on or after the Maturity Date.

(e) Application of Payments. Payments under this Note shall be applied (i) first, to the payment of accrued and unpaid interest (including any PIK Interest accrued and not capitalized) hereunder until all such interest is paid and (ii) second, to the Minimum Return, if any, and (iii) third, to the repayment of the unpaid principal amount of this Note. Any principal under this Note that is prepaid or repaid, in whole or in part, may not be reborrowed or reissued.

2. Upfront Fee. As consideration for the extension of credit provided under this Note, the Maker hereby agrees to pay (or cause to be paid) to the Holder, an upfront fee (the "Upfront Fee") in an amount equal to three percent (3.00%) of the Original Principal Amount of this Note on the Effective Date (without reference to capitalization of the Upfront Fee). The Upfront Fee shall be (i) paid-in-kind and added to the Original Principal Amount on the Effective Date and (ii) fully earned on the Effective Date and due and payable in full in cash on the Maturity Date or, if earlier, the date of repayment in full in cash of the Obligations.

3. Events of Default; Remedies.

(a) Events of Default. The occurrence and continuance of any of the following events shall constitute an "Event of Default" under this Note:

(i) the Maker shall fail to make any payment of (A) unpaid principal, unpaid Upfront Fee or the Minimum Return (if any) when and as the same shall become due and payable, including pursuant to Section 11, or (B) unpaid interest under this Note within five (5) Business Days after the same shall become due and payable;

(ii) (x) Parent or any of its controlled Affiliates shall default in any of its payment or performance obligations under the Merger Agreement or any Ancillary Agreement to the extent such obligation is in excess of $1,000,000 and such obligation is not subject to good faith dispute and (y) if curable, is not cured within 10 Business Days of written notice thereof by Holder to Maker; or

(iii) the institution by or against Parent or any of its controlled Affiliates of proceedings to be adjudicated as bankrupt or insolvent, or the consent by such Person to institution

of bankruptcy or insolvency proceedings against such Person or the filing by such Person of a petition or answer or consent seeking reorganization or release under the Federal Bankruptcy Code, or any other applicable federal or state law, or the consent by such Person to the filing of any such petition or the appointment of a receiver, liquidator, assignee, trustee or other similar official, of such Person, or of any substantial part of the property of such Person, or the making by or against such Person or its parent of an assignment for the benefit of creditors, or the admission by such Person or its parent in writing of such Person's inability to pay its debts generally as they become due or the taking of corporate action by such Person or its parent in furtherance of any such action and, if applicable, either (A) such Person or its parent by any act indicates its approval thereof, consent thereto or acquiescence therein or (B) such petition, application or proceeding is not dismissed within sixty (60) days.

(b) Remedies. If an Event of Default has occurred and is continuing:

(i) the interest rate on this Note shall, to the extent permitted by law, shall automatically (and without the need for any action by the Holder) be increased to a rate equal to five percent (5.00%) per annum plus the rate otherwise payable hereunder;

(ii) subject to Section 18, the Holder may declare all or any portion of the unpaid obligations of the Maker with respect to the repayment of principal, interest, premium or fees under this Note (collectively, including any Minimum Return, fees (including the Upfront Fee) and expenses that accrue after the commencement by or against the Maker of any proceeding under the Bankruptcy Code of the United States or any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws, naming the Maker as the debtor in such proceeding, regardless of whether such interest, premium, fees and expenses are allowed claims in such proceeding, the "Obligations") to be immediately due and payable; provided that if an Event of Default specified in Section 3(a)(iii) occurs, the entire unpaid Obligations shall forthwith become and be immediately due and payable without any notice, presentment, demand, protect, notice, declaration or other act on the part of the Holder notwithstanding any cure or grace period provided therein.

4. Tax Treatment. The parties hereto intend that this Note shall be treated as indebtedness for U.S. federal income tax purposes, and no party shall take a contrary position on any tax return, in any discussion with a taxing authority, or otherwise with respect to tax, except to the extent otherwise required by a final "determination" within the meaning of Section 1313(a) of the U.S. Internal Revenue Code of 1986, as amended.

5. Withholding. Any and all payments made by or on behalf of the Maker pursuant to this Note shall be made without deduction or withholding with respect to Taxes, except as required by applicable Law. If any payment made by or on behalf of the Maker pursuant to this Note is

subject to deduction or withholding, the Maker shall be entitled to make such deduction or withholding and shall timely pay the full amount so deducted or withheld to the relevant governmental authority in accordance with applicable Law. The Holder shall deliver on or prior to the date hereof (or the date it becomes the Holder under this Note, including, for the avoidance of doubt, by means of an assignment), an Internal Revenue Service Form W-9 (or successor form) certifying that it is not subject to backup withholding.

6. Waiver of Presentment and Notice. The Maker hereby irrevocably waives presentment for payment, protest, demand, notice of protest, notice of nonpayment and diligence with respect to this Note, and waives and renounces all rights to the benefits of any statute of limitations or any moratorium, appraisement, exemption, or homestead now provided or that hereafter may be provided by any federal or applicable state statute, including, but not limited to, exemptions provided by or allowed under applicable bankruptcy laws, both as to itself and as to all of its property, whether real or personal, against the enforcement and collection of the Obligations and any and all extensions, renewals, and modifications hereof.

7. Place of Payment; Notices. Payments of principal and interest are to be made by the Maker in the lawful money of the United States of America in immediately available funds. Payments of principal and interest shall be delivered on behalf of the Holder to the address of the Holder set forth in the Maker's records or at such other address as is specified by prior written notice by the Holder to the Maker.

8. Amendment and Waiver. Except as otherwise provided in Section 18, the provisions of this Note may be modified, amended, or waived, and the Maker may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only by written agreement of Parent, the Maker and the Holder.

9. Assignment and Transfer. The rights and obligations of the Maker and the Holder shall be binding upon and benefit the successors and permitted assigns and transferees of the Maker and the Holder; provided that, without the Maker's prior written consent, the Holder shall not sell, exchange, assign or transfer this Note or any interest therein, other than to its Affiliates on not less than five (5) Business Days' advance written notice to Maker; provided, further, that in no event shall the Maker sell, exchange, assign, pledge, hypothecate, transfer or otherwise dispose this Note or any interest therein without the prior written consent of the Holder.

10. Covenant. Until the payment in full in cash of the Obligations, the Maker agrees that, unless the Holder shall otherwise expressly consent in writing (including via electronic mail), the Maker shall not: (i) incur any indebtedness for borrowed money other than any guarantees of such indebtedness to the extent that any subsidiary of the Maker is a primary obligor, (ii) own, directly or indirectly, less than 100% of the equity interests of (A) Redwire Intermediate Holdings, LLC, a Delaware limited liability company, and (B) Redwire Intermediate Edge Holdings, LLC, a Delaware limited liability company, and (iii) consummate any amendment, modification, refinancing or other change to or waiver of any of the rights under the Existing Redwire Credit Agreement or the Existing Echelon Credit Agreement if such amendment, modification,

refinancing or other change or waiver (A) extends the stated maturity date of the indebtedness incurred pursuant to the Existing Redwire Credit Agreement or the Existing Echelon Credit Agreement by five (5) years or more from the date of such amendment, modification, refinancing or other change or waiver, (B) shall result in the Maker's subsidiaries on a consolidated basis having a Consolidated Total Leverage Ratio (as defined in accordance with the Existing Echelon Credit Agreement as in effect on the date hereof) of greater than 6.50 to 1.00 as of the date of any such amendment, modification, refinancing or other change or waiver or (C) would be materially adverse to the Holder (in its capacity as such) (it being agreed that any such amendment, modification, refinancing or other change or waiver that imposes restrictions on (x) the ability of the Maker to perform its obligations hereunder or the Merger Agreement, in each case, solely with respect to any Equity Financing contemplated hereby or thereby, or (y) the use of proceeds of any Equity Financing to repay in whole or in part the Obligations, shall be materially adverse to the Holder). The Maker will use commercially reasonable efforts to deliver to the Holder fully-executed copies of any amendments, modifications, changes or waivers with respect to the Existing Redwire Credit Agreement and the Existing Echelon Credit Agreement (and the associated loan documents) following the effectiveness hereof.

11. Mandatory Prepayment. If Parent or any of its subsidiaries (a) receives Equity Financing Net Proceeds of an Equity Financing or (b) receives any Net Debt Proceeds from any refinancing or modification to the Existing Redwire Credit Agreement or the Existing Echelon Credit Agreement, subject to other required uses of Equity Financing Net Proceeds as set forth in a writing executed by Holder or an Affiliate thereof (including on or prior to the date hereof), Parent shall, within five (5) Business Days of receipt thereof, apply (or cause to be applied) 100% of such Equity Financing Net Proceeds or Net Debt Proceeds, as applicable, to the prepayment of the Obligations in cash. The Maker further agrees to cause any Equity Financing Net Proceeds and any Net Debt Proceeds to be paid to the Maker (and not Parent) for application in accordance with the terms hereof. For the purposes hereof:

"Debt Financing Expenses" means the aggregate amount of all out-of-pocket fees, costs and expenses incurred in connection with a refinancing, waiver, modification, or amendment of the Existing Redwire Credit Agreement or the Existing Echelon Credit Agreement, including underwriting or up-front fees, commissions and similar fees, and out-of-pocket offering expenses (including, legal, accounting, marketing and advisory fees) of Parent and its Subsidiaries related to any such refinancing, waiver, modification, or amendment.

"Equity Financing Expenses" means the aggregate amount of all fees, costs and expenses incurred in connection with the Equity Financing, including underwriting, initial purchaser or placement agent discounts, commissions and fees, and other out-of-pocket offering expenses (including, legal, accounting, marketing, financial printer and advisory fees) of Parent, Seller and the Company Group related to the Equity Financing.

"Equity Financing" means, from and after the date hereof an offering of Parent Shares registered, or exempt from registration, under the Securities Act.

"Equity Financing Gross Proceeds" means the amount equal to the gross proceeds paid by investors in the Equity Financing before any reduction for Equity Financing Expenses.

"Equity Financing Net Proceeds" means the amount equal to (A) the Equity Financing Gross Proceeds, *less* (B) the Equity Financing Expenses.

"Net Debt Proceeds" means the actual amount of cash proceeds received by Parent or any of its Subsidiaries from refinancing of the Existing Redwire Credit Agreement or the Existing Echelon Credit Agreement which may be distributed to the Maker in connection therewith following repayment of the Existing Redwire Credit Agreement and the Existing Echelon Credit Agreement and after taking into account payment of all Debt Financing Expenses.

12. Registration. The Holder shall maintain at its office a register for the recordation of the names and addresses of all payees and Makers and any party that is a assigned a portion of the Note (and related interest amounts) and amounts owing from the Maker to each payee (the "Register"). The requirements of this paragraph shall be construed so that the Note is at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder. Notwithstanding anything in this Note to the contrary, the entries in the Register shall be conclusive absent manifest error, and the Maker and payees shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a payee hereunder for all purposes of the Note. The Register shall be available for inspection by any payee, at any reasonable time and from time to time upon reasonable prior notice.

13. Replacement. Upon receipt of evidence reasonably satisfactory to the Maker of the loss, theft, destruction or mutilation of this Note and, in the case of any such loss, theft or destruction of this Note, upon receipt of an indemnity reasonably satisfactory to the Maker or, in the case of any such mutilation, upon the surrender and cancellation of this Note, the Maker shall execute and deliver to the Holder, in lieu thereof, a new Note of like tenor and dated the date of such lost, stolen, destroyed or mutilated Note. Any Note in lieu of which any such new Note has been so executed and delivered by the Maker shall not be deemed to be an outstanding Note and shall be deemed cancelled.

14. Cancellation. Immediately after all principal and accrued interest at any time owed on this Note has been paid in full, this Note shall be automatically canceled, and the Holder shall immediately surrender this Note to the Maker for cancellation. Except in the case of a replacement note issued pursuant to Section 13, after cancellation of this Note, this Note shall not be reissued.

15. Governing Law; Jurisdiction and Venue; Service of Process.

(a) GOVERNING LAW. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THIS NOTE AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED HEREUNDER

SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING ITS STATUTES OF LIMITATIONS (EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS NOTE), WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OR STATUTE OF LIMITATIONS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. ANY AND ALL ACTIONS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS NOTE, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ITS STATUTES OF LIMITATIONS (EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS NOTE), WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OR STATUTE OF LIMITATIONS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(b) Jurisdiction and Venue . Each party, by its execution hereof: (i) hereby irrevocably attorns and submits to the exclusive jurisdiction of the Supreme Court of the State of New York, County of New York, or, if under applicable law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (an appellate courts thereof), for the purpose of any of the litigation referenced in the immediately preceding sub-paragraph occurring between or among the parties (or any of them); (ii) hereby waives and agrees not to assert, by way of motion, as a defense or otherwise, in any such litigation, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such litigation brought in one of the abovenamed courts should be dismissed on grounds of forum non conveniens, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any court other than one of the above-named courts, or that this Note or the subject matter hereof may not be enforced in or by such court; and (iii) hereby agrees not to commence any such litigation (including for a declaratory judgment or the like) other than before one of the above-named courts. Notwithstanding the previous sentence, a party may commence litigation in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the abovenamed courts. Each party further waives any claim, and will not assert, that venue should properly lie in any other location within the selected jurisdiction or otherwise.

(c) Service of Process. Each party hereby: (i) consents to service of process in any litigation in court between the parties arising out of or relating to this Note in any manner permitted by the Laws of the State of New York; (ii) agrees that service of process made in accordance with clause (i) or made by registered or certified mail return receipt requested and with a simultaneous e-mail notification, at its physical and electronic addresses specified in the

Merger Agreement (in which case, the address of Parent therein shall be the address of the Maker), will constitute good and valid service of process in any such litigation; and (iii) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such litigation any argument that service of process made in accordance with clause (i) or (ii) does not constitute good and valid service of process.

16. WAIVER OF JURY TRIAL . EACH OF THE MAKER AND THE HOLDER, BY ACCEPTING THIS NOTE, AGREES THAT IT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO JURY TRIAL OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS NOTE OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS IN RESPECT OF THIS NOTE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, RESPONDENT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS NOTE, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS NOTE OR ANY OF THE TRANSACTIONS RELATED HERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY EQUITABLE RELIEF). THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE THEIR RIGHTS TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN OR AMONG THEM ARISING OUT OF OR RELATING TO THIS NOTE, WHICH LITIGATION WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

17. Construction. The language used in this Note shall be deemed to be the language chosen by the parties hereto to express their mutual intent, no rule of strict construction shall be applied against any Person, and any controversy over interpretations of this Note will be decided without regard to events of drafting or preparation. The parties hereto hereby agree that time is of the essence with respect to the performance of each of the parties' obligations under this Note. The headings of the sections and paragraphs of this Note have been inserted for convenience of reference only and shall in no way restrict, expand, or otherwise modify any of the terms or provisions hereof. Unless the context otherwise clearly indicates, each defined term used in this Note shall have a comparable meaning when used in its plural or in its singular form.

18. Costs and Attorneys' Fees; Indemnification . The Maker agrees to pay promptly (and in any event within five (5) Business Days) following written demand therefor all reasonable and documented out-of-pocket costs and expenses of the Holder in connection with the collection of the

Obligations or the enforcement of this Note during any workout, restructuring or negotiations in respect thereof (limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket costs for no more than one (1) firm of external counsel). In addition, the Maker agrees to pay, and to save and hold harmless the Holder from all liability for, any reasonable and documented out-of-pocket fees, costs or expenses incurred in connection with collection of the Obligations or the Holder's enforcement of its rights under this Note, in each case, except to the extent a court of competent jurisdiction shall have determined in a final, non-appealable order or judgment that they resulted from the Holder's bad faith, willful misconduct, gross negligence or material breach of its obligations under this Note or arising out of any dispute or transaction solely among or between the Holder and any assignee or transferee (or any former Holder or assignee thereof). This Section 18 shall not apply with respect to taxes other than any taxes that represent losses, claims, damages, etc. arising from any non-tax claim.

19. Usury Laws. It is the intention of the Maker and the Holder to conform strictly to all applicable usury laws now or hereafter in force, and any interest payable under this Note shall be subject to reduction to the amount not in excess of the maximum legal amount allowed under the applicable usury laws as now or hereafter construed by the courts having jurisdiction over such matters. The aggregate of all interest contracted for, chargeable, or receivable under this Note shall under no circumstances exceed the maximum legal rate upon the unpaid principal balance of this Note remaining unpaid from time to time. If such interest does exceed the maximum legal rate, it shall be deemed a mistake and such excess shall be canceled automatically and, if theretofore paid, at the option of the Maker either, within ten (10) Business Days of the Holder's receipt of written notice from the Maker (which includes a reasonably detailed explanation), refunded by the Holder to the Maker or immediately credited against any remaining unpaid principal amount of this Note, or if this Note has been repaid, then such excess shall, within ten (10) Business Days of the Holder's receipt of written notice from the Maker (which includes a reasonably detailed explanation), be refunded by the Holder to the Maker.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Maker has executed and delivered this Note on the date first above written.

REDWIRE FINANCE HOLDINGS, LLC

By: _____

Name:

Title:

Solely for the purposes of Sections 3, 10 and 11 of this Note.

REDWIRE CORPORATION

By: _____

Name:

Title:

Acknowledged and agreed as of the date first written above:

EDGE AUTONOMY ULTIMATE HOLDINGS, LP

By: _____
Name:
Title:

Exhibit 10.1

June 8, 2025

Redwire Corporation
8226 Philips Highway
Suite 102
Jacksonville, FL 32256

Bain Capital Credit, LP
200 Clarendon Street
Boston, MA 02116
Attn:

AE Industrial Partners, Fund II L.P.
AE Industrial Structured Solutions I, L.P.
6700 Broken Sound Pkwy NW
Boca Raton, FL 33487

Re: Registration Rights Coordination Agreement

Reference is made to (i) that certain Registration Rights Agreement (the "RRA") entered into as of October 28, 2022 by and between Redwire Corporation, a Delaware corporation ("Redwire"), BCC Redwire Aggregator, L.P., a Delaware limited partnership (" Bain"), AE Industrial Partners, Fund II L.P., a Delaware limited partnership ("AE Industrial"), AE Industrial Structured Solutions I, L.P., a Delaware limited partnership (" AE Solutions," and together with AE Industrial, " AE") and the other signatories party thereto and (ii) that certain Agreement and Plan of Merger (as amended from time to time, the "Merger Agreement"), dated January 20, 2025, by and among (v) Redwire, (w) Edge Autonomy Ultimate Holdings, LP, a Delaware limited partnership (*f/k/a* UAVF Ultimate Holdings, LP), (x) Edge Autonomy Intermediate Holdings, LLC, a Delaware limited liability company (*f/k/a* UAVF Intermediate Holdings, LLC), (y) Echelon Merger Sub, Inc., a Delaware corporation and a direct wholly-owned Subsidiary of Redwire and (z) Echelon Purchaser, LLC, a Delaware limited liability company and a direct wholly-owned Subsidiary of Redwire. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Merger Agreement.

In order to resolve certain issues arising under the RRA, Redwire, Bain and AE agree as follows:

1. If Redwire effects any offering of its Common Stock during the period ending 90 days (the " Coordination Period") after the Closing Date (the "Offering") (for the avoidance of doubt, including pursuant to any 144A and/or Regulation S and/or "at-the-market" offering), it shall apply the Net Proceeds (as defined below) in the following order:

    a. First: $40 million of Net Proceeds shall be added to Redwire's cash on hand for working capital and other corporate uses;

    b. Second: At Bain's election delivered within five (5) Business Days following receipt of a notice from the Company of the closing of the Offering, an amount equal to the greater of (i) $50 million and (ii) 25 percent of the Net Proceeds (the "Repurchase Proceeds") shall be paid to Bain to repurchase from Bain the number of shares of Series A Convertible Preferred Stock, par value $0.0001 per share (the "Convertible Preferred Stock"), that would need to be converted into shares of Common Stock (such conversion rate to be calculated as of the close of business on the closing date

of the applicable offering in accordance with the terms set forth in the certificate of designation establishing the Convertible Preferred Stock) such that the number of those shares of Common Stock would equal to the quotient of the Repurchase Proceeds divided by the per share price to the public of the shares of Common Stock sold in the Offering;

c. Third: To repay the Seller Note in accordance with its terms; and

d. Fourth: Any remaining Net Proceeds shall be added to Redwire's cash on hand for working capital and other corporate uses.

For purposes hereof "Net Proceeds" means the amount equal to the aggregate price paid by investors to the Company in the Offering, after deducting underwriting, initial purchaser or placement agent discounts, commissions and fees paid by Redwire pursuant to the underwriting, initial purchaser or placement agent agreement, as applicable, for the Offering (excluding, for the avoidance of doubt, any Registration Expenses (as defined in the RRA)). For the avoidance of doubt, for purpose of the Seller Note, the amounts payable pursuant to Section 1(a) and Section 1(b) hereof shall be deemed "other required uses of Equity Financing Net Proceeds" as contemplated by Section 11 of the Seller Note.

2. During the Coordination Period, if Redwire intends to undertake an Offering which is reasonably expected to generate net proceeds to Redwire of not less than $90 million (such amount of net proceeds, the "Minimum Amount"), each of Bain and AE (and their respective Affiliates) shall, if requested by the managing underwriter or underwriters(s) (or initial purchaser or purchasers) in connection with any such Offering by Redwire, enter into a customary "lock-up" agreement relating to the sale, offering or distribution of their (and their respective Affiliates) respective shares of Redwire Common Stock and Convertible Preferred Stock, in the form reasonably requested by such managing underwriter or underwriters(s) (or initial purchaser or purchasers), covering the period commencing on the date of the prospectus (supplement) or offering memorandum pursuant to which such offering may be made and continuing until no more than ninety (90) days from the date of such prospectus, or such shorter period as shall be required of (i) any shareholder other than a director or executive officer of Redwire, if any other such shareholder is required to sign a lock-up agreement in connection with such offering or (ii) any director, executive officer of Redwire if only directors and executive officers are required to sign a lock-up agreement in connection with such offering; provided, however, that if such Offering does not actually generate the Minimum Amount, then Bain may, upon two (2) days' written notice to Redwire, terminate Bain's lock-up agreement. If (i) any shareholder that has shares of Redwire Common Stock and Convertible Preferred Stock or other investor (other than a director or executive officer) that files reports under Section 16 of the Exchange Act, in each case that beneficially owns Common Stock in an amount equal to or greater than 5% of the then outstanding Common Stock is not required to sign a lock-up in connection with such offering, then AE and Bain shall not have any obligation to sign a lock-up agreement in connection with such offering and (ii) any shareholder lock-up agreement is terminated or a waiver is granted prior to the expiration of the restricted period specified in such lock-up agreement, AE and Bain shall likewise be released from its lock-up agreement to the same extent as the relevant shareholder if and to the extent AE's and Bain's lock-ups are still in force at such time; *provided,* that, AE shall in any event remain subject to Section 4.1 of the A&R Investor Rights Agreement and Section 3 hereof. The parties acknowledge and agree that Section 2.7 of the RRA shall not apply during the Coordination Period.

3. Section 4.1 of that certain Amended and Restated Investor Rights Agreement dated as of the Closing Date (the " A&R Investor Rights Agreement") by and among Redwire and the other

parties thereto applies in respect of all Equity Securities (including Convertible Preferred Stock) of Redwire held by AE and its Affiliates, and Redwire shall not waive its rights under Section 4.1 of the A&R Investor Rights Agreement (or this Section 3) or redeem any such Equity Securities during the Lock-Up Period (as defined in the A&R Investor Rights Agreement) without the prior written consent of Bain.

4. Section 1.7(c) and Section 1.9 of the RRA are amended to correct a scriveners' error by replacing references therein to "Section 1.6" and "Section 1.6(c)" to "Section 1.7" and "Section 1.7(c)", respectively.

5. Without limiting Bain's and AE's rights under the RRA, Redwire agrees to file the Resale Registration Statement (as defined in the RRA) with, and to use its commercially reasonable efforts to cause to the Resale Shelf Registration to be declared effective by, the Securities and Exchange Commission not later than the 90th day after the Closing Date, it being understood that, without limiting AE or Bain's rights hereunder, if the Closing occurs, neither Bain nor AE shall have any right under Section 1.9 or Section 1.10 of the RRA to have any of its Registrable Securities (as defined in the RRA), including shares of Common Stock underlying Convertible Preferred Stock, included in any primary offering of Common Stock registered by Redwire under the Securities Act of 1933, as amended, until the earlier of (i) the effectiveness of such Resale Shelf Registration Statement and (ii) the end of the Coordination Period (and in any event subject to Section 4.1 of the A&R Investor Rights Agreement and Section 3 hereof); *provided*, that the filing and effectiveness of the Resale Shelf Registration Statement in accordance with the terms of this letter agreement shall be deemed to satisfy Redwire's obligations to effect such filing and effectiveness pursuant to Section 1.1 of the RRA.

6. This letter agreement may be delivered in counterparts in electronic format, including by email delivery of .pdf files, which counterparts shall together constitute one instrument.

7. Article V of the RRA shall apply to this letter agreement, *mutatis mutandis*.

If each of you is in agreement with the terms set forth above, please so acknowledge by signing in the place provided below, in which case this letter agreement shall be deemed to be a binding agreement among the signatories.

Sincerely,

Redwire Corporation

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

Agreed to as of the date first above written:

BAIN:

BCC Redwire Aggregator, L.P.

By: /s/ Adriana Rojas Garzón
Name: Adriana Rojas Garzón
Its: Associate General Counsel

AE INDUSTRIAL PARTNERS FUND II, LP

By: AE Industrial Partners Fund II GP, LP

Its: General Partner

By: AeroEquity GP, LLC

Its: General Partner

By: /s/ Michael Greene
Name: Michael Greene
Title: Managing Member

AE INDUSTRIAL PARTNERS STRUCTURED SOLUTIONS I, L.P.

By: AE Industrial Partners Structured Solutions I GP, LP

Its: General Partner

By: AeroEquity GP, LLC
Its: General Partner

By: /s/ Michael Greene
Name: Michael Greene
Title: Managing Member

Redwire Announces Amendment to the Agreement and Plan of Merger to Acquire Edge Autonomy

JACKSONVILLE, Fla. (June 9, 2025) – Redwire Corporation (NYSE: RDW) ("Redwire" or the "Company"), a leader in space infrastructure for the next generation space economy, announced today that it has amended the definitive agreement (the "Amended Merger Agreement") to acquire Edge Autonomy Intermediate Holdings, LLC (together with its subsidiaries, "Edge Autonomy"), a leading provider of field-proven uncrewed airborne system technology. As previously announced, Redwire will acquire Edge Autonomy from Edge Autonomy Ultimate Holdings, LP ("Seller") for $925 million, subject to customary adjustments for indebtedness, cash, working capital and transaction expenses not paid or assumed by Seller. Under the terms of the Amended Merger Agreement, the merger consideration will consist of $160 million in cash and $765 million in shares of Redwire common stock issued at a price per share of $15.07, subject to a holdback of shares equal to $5 million, valued at a price per share of $15.07, to satisfy post-closing purchase price adjustments.

The Amended Merger Agreement provides that the $160 million of cash consideration will include an unsecured promissory note in the principal amount of $100 million to be issued by a subsidiary of Redwire to Seller at the closing (the "Seller Note"), on which interest will accrue at rates ranging from 15.00% to 18.00%, payable, at Redwire's option, in cash or in kind. The Seller Note will have a 3% upfront fee to be paid-in-kind and added to the principal amount of the Seller Note and will be fully earned at the Maturity Date (as defined below) and a cash minimum return payment, depending on when repayment occurs, ranging from 1.20 to 1.50 times the principal amount being repaid. The Seller Note also will provide that Redwire must prepay amounts outstanding under the Seller Note with proceeds of certain equity or debt financings (subject to certain limitations). The Seller Note will mature on the date that is the earliest of (i) a change of control (as described in the Seller Note), or a sale of all or substantially all of the assets, of Redwire; (ii) the date that is ninety-one (91) days following the maturity date of certain existing Redwire or Edge Autonomy credit facilities; and (iii) an acceleration following an event of default (as defined in the Seller Note) (such date, the "Maturity Date").

Additionally, TCBI Securities, Inc., doing business as Texas Capital Securities, JPMorgan Chase Bank, N.A., Bank of America, N.A., and Truist Bank have committed to provide debt financing in an aggregate principal amount of not less than $90 million, subject to the terms and conditions set forth in a commitment letter, dated May 23, 2025, under which a wholly-owned subsidiary of Redwire will be the lead borrower.

Redwire also entered into an amendment on June 4, 2025, to that certain Credit Agreement, dated as of October 28, 2020, by and among certain of Redwire's subsidiaries, Adams Street Credit Advisors LP (the "Existing Redwire Agent") and the lenders party thereto (as amended, modified, renewed, extended, restated and/or supplemented from time to time, the "Redwire Credit Facility") whereby, subject to the consummation of the transaction, (i) the maturity date of the Redwire Credit Facility will be extended to April 28, 2027, (ii) commencing on January 1, 2026, the interest rate of the Redwire Credit Facility will be increased to match the interest rate under the debt facilities which Redwire will be entering into as of the consummation of the transaction and (iii) the Existing Redwire Agent will be granted a second lien on the equity interests of Edge Autonomy.

Redwire intends to hold a stockholder meeting on June 9, 2025, as disclosed in the definitive proxy statement filed with the U.S. Securities and Exchange Commission (the "SEC") on May 9, 2025 (the "proxy statement"), at which time Redwire intends to adjourn the stockholder meeting until June 13, 2025 at 8:00 a.m. Eastern Time, by action of the chairman of the meeting, in accordance with Redwire's bylaws (as so adjourned and including any further postponements or adjournments thereof, the "Redwire Special Meeting") in order to provide stockholders with additional time to review the amendment, the related proxy statement supplement, and all associated materials. Redwire intends to submit the proposals to approve the acquisition of Edge Autonomy pursuant to the Amended Merger Agreement and the issuance of Redwire shares of common stock in connection therewith to a vote of Redwire's stockholders at the Redwire Special Meeting. In addition to approval by Redwire's Board of Directors (the "Board"), the revised transaction has also been approved by a special committee of the Board composed entirely of directors who are independent both with respect to Redwire and AE Industrial Partners, LP and its affiliates ("AEI"). The Board has also approved a recommendation to

Redwire's stockholders that they vote to approve the revised transaction. In connection with the revised transaction, entities affiliated with AEI, Genesis Park (through its affiliate Genesis Park II LP) and Bain Capital (through its affiliate BCC Redwire Aggregator, L.P.) have confirmed their prior agreements to vote in favor of the proposals relating to the revised transactions at the Redwire Special Meeting, representing an aggregate of approximately 69.2% of Redwire's outstanding voting power, and 46.5% of Redwire's outstanding voting power held by persons other than by (i) AEI and (ii) (1) persons that Redwire has determined to be "officers of Redwire" within the meaning of Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and (2) members of the Board who are (A) not members of the Redwire special committee and (B) affiliated with AEI, as of April 22, 2025, the record date for the Redwire Special Meeting.

Additional information regarding the Amended Merger Agreement and financing may be found in a Form 8-K that will be filed today with the SEC.

Advisors

J.P. Morgan Securities LLC and GH Partners LLC are serving as financial advisors and Holland & Knight LLP is serving as legal advisor to Redwire. Roth Capital Partners is serving as financial advisor and Richards, Layton & Finger, P.A. is serving as legal advisor to the special committee of the Board. Citi and William Blair are serving as financial advisors, and Kirkland & Ellis LLP is serving as legal advisor to Edge Autonomy.

About Redwire

Redwire Corporation (NYSE:RDW) is a global space infrastructure and innovation company enabling civil, commercial, and national security programs. Redwire's proven and reliable capabilities include avionics, sensors, power solutions, critical structures, mechanisms, radio frequency systems, platforms, missions, and microgravity payloads. Redwire combines decades of flight heritage and proven experience with an agile and innovative culture. Redwire's approximately 750 employees working from 17 facilities located throughout the United States and Europe are committed to building a bold future in space for humanity, pushing the envelope of discovery and science while creating a better world on Earth. For more information, please visit redwirespace.com.

Additional Information and Where to Find It

Redwire filed the proxy statement and will file a supplement to the proxy statement on Form DEFR14A (the "proxy supplement"). The information in the proxy statement and the proxy supplement is not complete and may be changed. STOCKHOLDERS ARE URGED TO CAREFULLY READ THE PROXY STATEMENT, THE PROXY SUPPLEMENT 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 are able to obtain free copies of the proxy statement, the proxy supplement and other documents filed with the SEC by the parties through the website maintained by the SEC at www.sec.gov. In addition, investors and stockholders will be able to obtain free copies of the proxy statement, the proxy supplement and other documents filed with the SEC by the parties on the investor relations section of Redwire's website at 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 and the proxy supplement. 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, are set forth in the proxy statement. 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, 2024 and its Proxy Statement on Schedule 14A, dated April 9, 2025, which are filed with the SEC.

No Offer or Solicitation

This press release 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 press release 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, as amended and Section 21E of the Exchange Act. All statements, other than statements of historical fact, included or incorporated in this press release, including statements regarding our or the combined company's strategy, financial projections, including the prospective financial information provided in this press release, financial position, funding for continued operations, cash reserves, liquidity, projected costs, plans, projects, awards, contracts, objectives of management, entry into the potential business combination, expected benefits from the proposed business combination, expected performance of the combined company, and 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, effects of trade tariffs and other trade actions, 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, which may be affected by changes in government program requirements, spending priorities or budgetary constraints, including government shutdowns, or which may be influenced by the level of military activities and related spending, such as in or with respect to ongoing or future conflicts, including the war in Ukraine, or as a result of changes in international support for military assistance to Ukraine; (14) the fact that Redwire is and the combined company will be subject to stringent U.S. economic sanctions and trade control laws and regulations, as well as risks related to doing business in other countries, including those related to tariffs, trade restrictions and government actions; (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 Redwire common stock that will result from the issuance

of additional shares of Redwire common stock as consideration for the acquisition of Edge Autonomy, as well as the issuance of Redwire 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 Redwire preferred stock has reduced the relative voting power of holders of Redwire 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 Redwire preferred stock into Redwire common stock; (19) the fact that AEI and Bain Capital and their affiliates have significant influence over us, which could limit your ability to influence the outcome of key transactions, as well as AEI's increased voting power resulting from its receipt of the Equity Consideration (as defined in the Amended Merger Agreement); (20) the fact that provisions in our Certificate of Designation with respect to our Redwire 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 Redwire 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 Redwire 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 Redwire common stock to fall; (23) the impact of the issuance of additional shares of Redwire preferred stock as paid-in-kind dividends on the price and market for Redwire common stock; (24) the volatility of the trading price of Redwire common stock; (25) risks related to short sellers of Redwire common stock; (26) Redwire's or the combined company's inability to report its 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 Amended Merger Agreement necessary to consummate the mergers 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 transaction, and to identify and realize additional opportunities; (33) costs related to the transactions; (34) a significant portion of Edge Autonomy's revenues result from sales to customers in Ukraine, which sales have been declining and may continue to decline in the event that the war and hostilities in Ukraine end, decline or change, or as a result of changes in international support for military assistance to Ukraine; and (35) 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 press release 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 press release are made as of the date of this press release, 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 press release are cautioned not to place undue reliance on forward-looking statements.

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