

**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): **October 2, 2025**



Redwire Corporation

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-39733 (Commission File Number)	88-1818410 (IRS Employer Identification No.)
8226 Philips Highway, Suite 101 Jacksonville, Florida (Address of principal executive offices)	(650) 701-7722 Registrant's telephone number, including area code	32256 (Zip 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:

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

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 5.02 - Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Leadership Changes — Retirement of Chief Financial Officer, Planned Appointment of Chief Financial Officer and Resignations and Appointments of Directors to the Company's Board of Directors

Retirement of Chief Financial Officer

On October 7, 2025, Redwire Corporation (the "Company") announced a planned Chief Financial Officer ("CFO") transition, in which Jonathan Baliff, current Chief Financial Officer ("CFO"), will retire from the position of CFO effective as of November 30, 2025 (the "Effective Date"). Mr. Baliff's retirement is not the result of any disagreement with the Company regarding any financial, accounting, or other matters. In connection with his retirement, Mr. Baliff also resigned as a Director on the Company's Board of Directors (the "Board") effective immediately.

On October 7, 2025, Mr. Baliff and the Company entered into a retirement and consulting agreement ("Retirement and Consulting Agreement"), pursuant to which Mr. Baliff will receive the following payments and benefits: (i) payment in an amount equal to the sum of his base salary for a period of 12 months, plus one (1) times his annual target bonus for the 2025 fiscal year, (ii) a pro-rata portion of his annual target bonus for the 2025 fiscal year, based on the portion of the fiscal year during which he was employed and based on actual performance, to be paid when bonuses for the 2025 fiscal year are paid to other executives of the Company, (iii) continued vesting of his outstanding unvested time-based restricted stock units and performance-based restricted stock units granted under the Company's 2021 Omnibus Incentive Plan in accordance with their respective terms (but without regard to any continued employment requirements) through December 31, 2026, and (iv) continued payment or reimbursement for the cost of COBRA coverage up to the first anniversary of the Effective Date, unless he sooner becomes ineligible for COBRA coverage. In exchange for these payments and benefits, Mr. Baliff will provide consulting services in support of the transition of the CFO duties to his successor, and he has also agreed to a release of claims in favor of the Company and reaffirmed his commitment to comply with his existing restrictive covenant obligations. The Company thanks Mr. Baliff for his years of service to the Company.

Planned Appointment of Chief Financial Officer

In connection with Mr. Baliff's retirement, the Board plans to appoint Chris Edmunds, the Company's current Senior Vice President and Chief Accounting Officer, to serve as the Company's CFO as of the Effective Date. Mr. Edmunds, who is 41 years old, joined the Company in 2020 as the Corporate Controller and in 2022 became a Senior Vice President and the Chief Accounting Officer. Mr. Edmunds has almost two decades of relevant finance and accounting experience, with a deep understanding of the Company, and a demonstrated track record of leadership that will translate to a seamless transition for the Company's finance organization. Prior to joining the Company, Mr. Edmunds served for nearly 15 years in roles of increasing responsibility at Ernst & Young. He holds a Bachelor's Degree in Accounting from Samford University, a Master of Science in Accounting from the University of Notre Dame and is a Certified Public Accountant.

In connection with his planned appointment as CFO, the Company and Mr. Edmunds entered into an employment agreement (the "Employment Agreement"), dated as of October 7, 2025 and effective as of December 1, 2025, after Mr. Baliff's retirement, with an initial term of three (3) years. The Employment Agreement provides for automatic renewal for subsequent twelve (12) month terms unless either party provides notice of non-renewal. Pursuant to the Employment Agreement, Mr. Edmunds will receive an annualized base salary of \$420,000 (as in effect from time to time, the "Base Salary"), he will be eligible to receive an annual discretionary performance bonus each year he is employed by the Company (including the 2025 fiscal year) with a target of 100% of his annualized Base Salary and he will be eligible for an annual equity incentive grant with an initial target grant value for the 2026 fiscal year of 150% of his annualized Base Salary, under the Company's 2021 Omnibus Incentive Plan ("LTIP").

Under the terms of the Employment Agreement, if Mr. Edmunds' employment is terminated by the Company without "cause" (including due to the Company's non-renewal of the term) or he resigns for "good reason" (each as defined in the Employment Agreement), he will be entitled to receive the following severance benefits: (i) in the case of termination that does not occur during a Change in Control Period (as defined in the Employment Agreement), an amount equal to the sum of twelve (12) months' worth of his Base Salary, payable over a period of twelve (12) months following the termination, (ii) a pro-rata portion of his annual bonus for the year in which the termination occurs, based on the portion of the fiscal year during which he was employed and based on actual performance, to be paid when bonuses are paid to other executives of the Company, (iii) continued vesting of his outstanding unvested equity awards in accordance with their respective terms (but without regard to any continued employment requirements) for twelve (12) months following the termination and (iv) payment or reimbursement for the cost of COBRA coverage for up to 12 months following the termination. However, if Mr. Edmunds' employment is terminated by the Company without cause or if he resigns with good reason, in each case, within twelve (12) months following a Change in Control (as defined in the Employment Agreement) then, (x) in lieu of the continued payment of his Base Salary for twelve (12) months described in clause (i) of the preceding sentence, he will receive a lump sum payment equal to the sum of eighteen (18) months worth of his Base Salary and one and one-half (1.5) times the target bonus for the year in which such termination occurs, payable in a single lump sum on the First

Payment Date (as defined in the Employment Agreement) following the termination and (y) in lieu of the continued vesting of his outstanding unvested equity awards described in clause (iii) of the preceding sentence, all of his outstanding unvested equity awards will immediately vest as of the date of his termination, with awards that are subject to the achievement of performance criteria deemed earned at the target level of performance, in addition to the payments and benefits described in clauses (ii) and (iv) of the preceding sentence.

Mr. Edmunds' receipt of the severance benefits described in the previous paragraph is subject to Mr. Edmunds' execution (and non-revocation) of a release of claims in favor of the Company and his continued compliance with his restrictive covenant obligations, which include customary nonsolicitation and non-competition covenants applicable during Mr. Edmunds' employment and for a period of twelve (12) months thereafter as well as confidentiality, nondisclosure and nondisparagement covenants.

There are no arrangements or understandings between Mr. Edmunds and any other person pursuant to which Mr. Edmunds was appointed as CFO of the Company. Mr. Edmunds does not have any family relationships with any director, executive officer or person nominated or chosen by the Company to become an executive officer of the Company. The Company is not aware of any related transactions or relationships between Mr. Edmunds and the Company that would require disclosure under Item 404(a) of Regulation S-K.

The foregoing are not complete descriptions of the parties' rights and obligations under the Employment Agreement and Retirement and Consulting Agreement and are qualified by reference to the full text and terms of the agreements, which are filed as Exhibits 10.1 and 10.2 to this report, respectively, and incorporated herein by reference.

Resignations and Appointments of Directors to the Company's Board of Directors

On October 2, 2025, John Bolton informed the Board of his resignation effective immediately. The decision by Mr. Bolton to resign from the Board did not arise from any disagreement with the Company on any matters relating to the Company's operations, policies or practices. The Company thanks Mr. Bolton for his years of service as Board member of the Company.

In connection with the resignation and retirement of Messrs. Bolton and Baliff, respectively, the Board appointed General (RET) James McConville and Dorothy D. Hayes to fill the two vacancies on the Board, effective October 3, 2025. General McConville will serve as a Class III director with a term of office expiring at the Company's 2027 Annual Meeting of Stockholders and Ms. Hayes will serve as a Class II director with a term of office expiring at the Company's 2026 Annual Meeting of Stockholders. Ms. Hayes is also expected to serve as a member of the Board's Audit Committee. General McConville and Ms. Hayes will be paid in accordance with the Company's non-employee director compensation policy. In connection with the appointment of General McConville and Ms. Hayes to the Board, each appointee and the Company entered into a Director and Officer Indemnification Agreement, the form of which was filed as Exhibit 10.4 to the Company's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on September 10, 2021. The Company is not aware of any related transactions or relationships between either General (RET) McConville or Ms. Hayes and the Company that would require additional disclosure under Item 404(a) of Regulation S-K.

General McConville was previously the 40th Chief of Staff of the United States Army, leading an organization of 1.2 million personnel, an annual budget of \$185 billion and operations in over 140 countries around the globe. He led combat organizations from the platoon to the division level and was the longest serving commander of the famed 101st Airborne Division (AASLT). He is currently an operating partner at AE Industrial Partners, a Senior Fellow at the Belfer Center at Harvard University and a member of the Georgia Tech Research Institute External Advisory Council.

Ms. Hayes brings extensive experience as a financial executive and seasoned board member. A former executive at Intuit, Agilent Technologies, Hewlett-Packard, and Apollo Computer, she is a recognized expert in audit, risk management, corporate governance, and financial controls, and currently serves on the board of BigBear.ai, where she chairs the Audit Committee.

Item 7.01 - Regulation FD Requirements

On October 7, 2025, the Company issued a press release announcing the planned CFO transition and related officer changes, including Mr. Baliff's retirement and Mr. Edmunds' planned appointment. A copy of this press release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated in this Item 7.01 by reference.

Separately, on October 7, 2025, the Company issued a second press release announcing changes to the Board of Directors, including the resignation of John Bolton and the appointment of General (RET) James McConville and Dorothy D. Hayes as directors to fill the resulting vacancies. A copy of this press release is attached to this Current Report on Form 8-K as Exhibit 99.2 and is incorporated in this Item 7.01 by reference.

The information in this Item 7.01, including Exhibits 99.1 and 99.2, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 - Financial Statements and Exhibits

(d) The following exhibits are being filed herewith:

Exhibit No.	Description
10.1+	Employment Agreement, dated October 7, 2025, by and between Redwire Corporation and Christopher Edmunds.
10.2+	Retirement and Consulting Agreement, dated October 7, 2025, by and between Redwire Corporation and Jonathan Baliff.
99.1	Press Release dated October 7, 2025, entitled “Redwire Announces CFO Retirement and Plan for Succession”.
99.2	Press Release dated October 7, 2025, entitled “Redwire Announces Planned Board Refreshment”.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

+ Management or compensatory agreement or arrangement.

SIGNATURES

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

Dated: October 7, 2025

Redwire Corporation

By: /s/ Aaron Futch

Name: Aaron Futch

Title: Executive Vice President, General Counsel and Secretary

EMPLOYMENT AGREEMENT

This Employment Agreement (“**Agreement**”) is made and entered into by and between Redwire Corporation, a Delaware corporation (the “**Company**”), and Christopher Edmunds (“**Employee**”) on October 7, 2025. This Agreement shall become effective on December 1, 2025 (the “**Effective Date**”), but only if Employee remains employed by the Company from the date of this Agreement until such date. Neither party to this Agreement shall have any liability or obligation under this Agreement until the Effective Date.

1. **Employment.** During the Employment Period (as defined in Section 4), the Company shall employ Employee, and Employee shall serve, as Chief Financial Officer of the Company and in such other position or positions as may be mutually agreed from time to time by Employee and the Company.

2. **Duties and Responsibilities of Employee.**

(a) During the Employment Period, Employee shall devote Employee’s reasonable best efforts and full business time and attention to the businesses of the Company and its direct and indirect subsidiaries as may exist from time to time (collectively, the Company and its direct and indirect subsidiaries are referred to as the “**Company Group**”) as may be requested by the Company from time to time. Employee’s duties and responsibilities shall include those normally incidental to the position(s) identified in Section 1, as well as such additional duties as may be mutually agreed by Employee and the Company from time to time, which duties and responsibilities may include providing services to other members of the Company Group in addition to the Company. Employee may, without violating this Section 2(a), (i) as a passive investment, own publicly traded securities in such form or manner as will not require any services by Employee in the operation of the entities in which such securities are owned; (ii) engage in charitable and civic activities; or (iii) engage in other personal and passive investment activities, in each case, so long as such ownership, interests or activities do not interfere with Employee’s ability to fulfill Employee’s duties and responsibilities under this Agreement and are not inconsistent with Employee’s obligations to any member of the Company Group or competitive with the business of any member of the Company Group.

(b) Employee hereby represents and warrants that Employee is not the subject of, or a party to, any non-competition, non-solicitation, non-disclosure, restrictive covenant or other agreement, obligation or restriction that would prohibit Employee from executing this Agreement or fully performing each of Employee’s duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect any of the duties and responsibilities that may now or in the future be assigned to Employee hereunder. Employee expressly acknowledges and agrees that Employee is strictly prohibited from using or disclosing any confidential information belonging to any prior employer or other third party in the course of performing services for any member of the Company Group, and Employee promises that Employee shall not do so. Employee shall not introduce documents or other materials containing confidential information of any prior employer or other third party to the premises or property (including computers and computer systems) of any member of the Company Group.

(c) Employee owes each member of the Company Group fiduciary duties (including (i) duties of care, loyalty and disclosure and (ii) such fiduciary duties that an officer of the Company

owes under the laws of the State of Delaware), and the obligations described in this Agreement are in addition to, and not in lieu of, the obligations Employee owes each member of the Company Group under statutory and common law.

(d) Location. Employee's principal place of employment will be at the Company's headquarters in Jacksonville, Florida; *provided* that Employee may be required to travel from time to time for business purposes in accordance with the Company's travel policies and; *provided, further*, that Employee will be permitted to work remotely for up to fifty percent (50%) of Employee's business hours in each calendar year.

3. Compensation.

(a) Base Salary. During the Employment Period, the Company shall pay to Employee an annualized base salary of \$420,000 (as in effect from time to time, the "**Base Salary**") in consideration for Employee's services under this Agreement, payable in substantially equal installments in conformity with the Company's customary payroll practices for similarly situated employees as may exist from time to time, but no less frequently than monthly. Notwithstanding any provision of this Agreement, the Company may decrease Employee's Base Salary as part of one or more reductions in base salaries that apply equally to each of the members of the Company's senior management team in substantially the same proportions.

(b) Annual Bonus. Employee shall be eligible for discretionary bonus compensation with a target equal to 100% of Employee's Base Salary ("**Target Bonus**") for the 2025 calendar year and each subsequent complete calendar year that Employee is employed by the Company hereunder in accordance with the Company's bonus plans in effect for similarly-situated executives (the "**Annual Bonus**"). The performance targets that must be achieved in order to be eligible for certain bonus levels shall be established by the board of directors of the Company (the "**Board**") (or a committee thereof) for each applicable calendar year (the "**Bonus Year**"). Each Annual Bonus, if any, shall be paid as soon as administratively feasible after the Board (or a committee thereof) determines whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than March 15 following the end of such Bonus Year. Notwithstanding anything in this Section 3(b) to the contrary, no Annual Bonus, if any, or any portion thereof, shall be payable for any Bonus Year unless Employee remains continuously employed by the Company from the Effective Date through January 1 following the end of such Bonus Year.

(c) Long-Term Incentive Awards. During the Employment Period, Employee shall be eligible to receive annual awards under the Redwire Corporation 2021 Omnibus Incentive Plan (the "**LTIP**") or such other equity incentive plan of the Company as may be in effect from time to time (any such plan(s), together with the LTIP, the "**LTI Plans**"), with the initial target amount for the 2026 calendar year equal to 150% of Employee's Base Salary. All awards granted to Employee under the LTI Plans, if any, shall be in such amounts and on such terms and conditions as the Board or a committee thereof shall determine from time to time, and shall be subject to and governed by the terms and provisions of the applicable LTI Plan as in effect from time to time and the award agreements evidencing such awards. Nothing herein shall be construed to give Employee any rights to any amount or type of grant or award except as provided in an award

agreement and authorized by the Board or a committee thereof. Employee acknowledges and agrees that he has already received his annual award under the LTI Plans to be granted in calendar year 2025.

4. **Term of Employment**. The initial term of Employee's employment under this Agreement shall be for the period beginning on the Effective Date and ending on the third anniversary of the Effective Date (the "**Initial Term**"). On the third anniversary of the Effective Date and on each subsequent anniversary thereafter, the term of Employee's employment under this Agreement shall automatically renew and extend for a period of twelve (12) months (each such twelve (12)-month period being a "**Renewal Term**") unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration of the then-existing Initial Term or Renewal Term, as applicable. Notwithstanding any other provision of this Agreement, Employee's employment pursuant to this Agreement and the Employment Period may be terminated at any time in accordance with **Section 7**. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Employee's employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the "**Employment Period**."

5. **Business Expenses**. Subject to **Section 24(c)**, the Company shall reimburse Employee for Employee's reasonable and documented out-of-pocket business-related expenses actually incurred in the performance of Employee's duties under this Agreement, so long as such expenses are consistent with the Company's expense policy as in effect from time to time and Employee timely submits all documentation for such expenses, as required by such policy. Any such reimbursement of expenses shall be made by the Company upon or as soon as practicable following receipt of such documentation (but in any event not later than the close of Employee's taxable year following the taxable year in which the expense is incurred by Employee). In no event shall any reimbursement be made to Employee for any expenses incurred after Employee's termination of employment with the Company.

6. **Benefits**.

(a) **Benefits**. During the Employment Period, Employee shall be eligible to participate in the same benefit plans and programs in which other similarly situated Company employees are eligible to participate, including in the Company's 401(k) plan, in each case, subject to the terms and conditions of the applicable plans and programs in effect from time to time. The Company shall not, however, by reason of this **Section 6**, be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plan or policy so long as such changes are similarly applicable to similarly situated Company employees generally.

7. **Termination of Employment**.

(a) **Company's Right to Terminate Employee's Employment for Cause**. The Company shall have the right to terminate Employee's employment hereunder at any time for Cause. "**Cause**" shall mean: (i) the willful failure or refusal by Employee to perform his lawful duties hereunder (other than due to disability); (ii) a breach by Employee of his fiduciary duties to any member of the Company Group; (iii) a material breach by Employee of any provision of this Agreement or any other written agreement between Employee and one or more members of the Company Group; (iv) conviction of, indictment for, pleading guilty to, or entering of a plea of *nolo contendere* by Employee for any felony or any crime involving moral turpitude; (v) Employee's

breach of any (A) policy or code of conduct established by any member of the Company Group and applicable to Employee that could reasonably be expected to directly or indirectly adversely impact the business or reputation of the Company or any member of the Company Group or (B) law applicable to the workplace, in the case of each of clauses (A) and (B), regarding anti-harassment, anti-discrimination or anti-retaliation (which are collectively referred to in this Agreement as the “**Specified Matters**”); (vi) Employee’s material breach of any policy or code of conduct established by a member of the Company Group and applicable to Employee that does not involve a Specified Matter; (vii) Employee’s material violation of any law applicable to the workplace or any member of the Company Group that does not involve a Specified Matter; or (viii) Employee’s gross negligence, willful misconduct, fraud, theft or embezzlement; *provided, however*, that if Employee’s actions or omissions as set forth in this Section 7(a)(i), (iii), or (vi) are of such a nature that the Company reasonably determines that they are curable by Employee, such actions or omissions must remain uncured thirty (30) days after the Company first provided Employee written notice of the obligation to cure such actions or omissions.

(b) Company’s Right to Terminate for Convenience. The Company shall have the right to terminate Employee’s employment for convenience at any time and for any reason, or no reason at all, upon written notice to Employee.

(c) Employee’s Right to Terminate for Good Reason. Employee shall have the right to terminate Employee’s employment with the Company at any time for Good Reason. For purposes of this Agreement, “**Good Reason**” shall mean:

- (i) a material diminution in Employee’s Base Salary or Target Bonus opportunity (other than as part of one or more reductions in base salaries or target bonus opportunities that apply equally to each of the members of the Company’s senior management team in substantially the same proportions) or title, authority, duties and responsibilities with the Company or its subsidiaries; *provided, however*, that if Employee is serving as an officer of a subsidiary of the Company or as a member of the board of directors (or similar governing body) of any member of the Company Group or any other entity in which a member of the Company Group holds an equity interest, in no event shall the removal of Employee as an officer of such subsidiary or a board member, regardless of the reason for such removal, constitute Good Reason;
- (ii) a material breach by the Company of any of its obligations under this Agreement; or
- (iii) the Company’s failure to make an annual LTIP award to Employee.

Notwithstanding the foregoing provisions of this Section 7(c) or any other provision of this Agreement to the contrary, any assertion by Employee of a termination for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) the condition described in Section 7(c)(i), (ii) or (iii) giving rise to Employee’s termination of employment must have arisen without Employee’s consent; (B) Employee must provide written notice to the Board of the existence of such condition(s) within forty-five (45) days after the initial occurrence of such condition(s); (C) the condition(s) specified in such notice must remain uncorrected for thirty (30) days following the Board’s receipt of such written notice; and (D) the date of Employee’s

termination of employment must occur within seventy-five (75) days after the initial occurrence of the condition(s) specified in such notice. Further and notwithstanding the foregoing, no suspension of Employee or a reduction in Employee's authority, duties and responsibilities in conjunction with any leave required or as part of any investigation into alleged wrongdoing by Employee, shall give rise to Good Reason.

(d) Death or Disability. Upon the death or Disability of Employee, Employee's employment with the Company shall automatically (and without any further action by any person or entity) terminate with no further obligation under this Agreement of either party hereunder. For purposes of this Agreement, a "**Disability**" shall have the meaning set forth in the LTIP.

(e) Employee's Right to Terminate for Convenience. In addition to Employee's right to terminate Employee's employment for Good Reason, Employee shall have the right to terminate Employee's employment with the Company for convenience at any time and for any other reason, or no reason at all, upon thirty (30) days' advance written notice to the Company; *provided, however*, that if Employee has provided notice to the Company of Employee's termination of employment, the Company may determine, in its sole discretion, that such termination shall be effective on any date prior to the effective date of termination provided in such notice (and, if such earlier date is so required, then it shall not change the basis for Employee's termination of employment nor be construed or interpreted as a termination of employment pursuant to Section 7(b)) and any requirement to continue salary or benefits shall cease as of such earlier date.

(f) Effect of Termination.

(i) If Employee's employment hereunder is terminated by the Company without Cause pursuant to Section 7(b), is terminated by Employee for Good Reason pursuant to Section 7(c) or is terminated upon the expiration of the then-existing Initial Term or Renewal Term, as applicable, as a result of a non-renewal of the term of Employee's employment under this Agreement by the Company pursuant to Section 4, then so long as (and only if) Employee: (x) executes on or before the Release Expiration Date (as defined below), and does not revoke within any time provided by the Company to do so, a separation agreement and release of all claims in a form provided to Employee by the Company (the "**Release**"), which Release shall, among other things, release each member of the Company Group and their respective affiliates, and the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) from any and all claims, including any and all causes of action arising out of Employee's employment and relationship with the Company and any other member of the Company Group or the termination of such employment or relationship, but excluding all claims to severance payments Employee may have under this Section 7, provided that such Release shall not impose any new post-employment obligations on Employee or result in any forfeitures not contemplated under this Agreement; and (y) does not materially breach the terms of any of Sections 9, 10 and 11, then:

(A) The Company shall make severance payments to Employee in a total amount equal to (I) in the case of a termination that does not occur during a Change in Control Period (as defined below), an amount equal to the sum of twelve (12) months' worth of Employee's Base Salary for the year in which such termination occurs or (II) in the case of a termination that occurs during the twelve (12)-month period following a Change in Control (as defined in the LTIP) (the "**Change in Control Period**"), an amount equal to the sum of eighteen (18) months' worth of Employee's Base Salary and one and one-half (1.5) times the Target Bonus for the year in which such termination occurs (such total severance payments, as applicable, being referred to as the "**Severance Payment**"). The Severance Payment will be divided into equal installments paid over the twelve (12)-month period (the "**Severance Period**") following the date on which Employee's employment terminates (the "**Termination Date**"). On the Company's first regularly scheduled pay date that is on or after the date that is sixty (60) days after the Termination Date (the "**First Payment Date**"), the Company shall pay to Employee, without interest, the aggregate amount payable pursuant to any installments that would have been paid during the period beginning on the Termination Date and ending on the First Payment Date had the installments been paid on the Company's regularly scheduled pay dates on or following the Termination Date, and, subject to Section 24, each of the remaining installments shall be paid on the Company's regularly scheduled pay dates during the remainder of such twelve (12)-month period. Notwithstanding the foregoing, if the Termination Date occurs during a Change in Control Period, the Severance Payment will be made in a single lump sum on the First Payment Date and the unvested LTIP awards held by Employee shall vest on the Termination Date (and any Awards that vest subject to the achievement of performance criteria will be deemed earned at the target level). Notwithstanding the foregoing or anything contained in this Agreement to the contrary, in all events, the First Payment Date shall be within 74 days after the Termination Date.

(B) During the portion, if any, of the Severance Period that Employee is eligible to and elects to continue coverage for Employee and Employee's spouse and eligible dependents, if any, under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**"), the Company shall, at its option pay or reimburse Employee on a monthly basis for the difference between the amount Employee pays to effect and continue such coverage and the employee contribution amount that similarly situated employees of the Company pay for the same or similar coverage under such group health plans (such monthly difference, the "**COBRA Benefit**"). Each payment of the COBRA Benefit shall be paid on or about the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which Employee submits to the Company documentation of the applicable premium payment having been paid by Employee, which documentation shall be submitted by Employee to the Company within thirty

(30) days following the date on which the applicable premium payment is paid. Employee shall be eligible to receive such reimbursement payments until the earliest of (such earliest date, the “**COBRA End Date**”): (I) the last day of the Severance Period; (II) the date Employee is no longer eligible to receive COBRA continuation coverage; and (III) the date on which Employee becomes eligible to receive coverage under a group health plan sponsored by another employer (and any such eligibility shall be promptly reported to the Company by Employee); *provided, however*, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Employee’s sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, if the provision of the benefits described in this paragraph cannot be provided in the manner described above without penalty, tax or other adverse impact on the Company or any other member of the Company Group, then the Company shall provide Employee, through the COBRA End Date, a monthly cash payment (payable on the last payroll date of each month) equal to the COBRA Benefit (whether or not Employee is then receiving COBRA coverage).

(C) The Company shall pay Employee a pro-rata portion of the Annual Bonus for the Bonus Year in which the Termination Date occurs (the “**Pro-Rated Bonus Award**”), which shall be equal to (I) the Annual Bonus, if any, that Employee would have earned for the Bonus Year in which the Termination Date occurs (based on actual performance), multiplied by (II) a fraction, the numerator of which is the number of days that have elapsed from the beginning of such Bonus Year through the Termination Date and the denominator of which is the total number of days in such Bonus Year. The Pro-Rated Bonus Award, if any, will be paid on the date annual bonuses for such Bonus Year are paid to other executives of the Company (and in all events, by March 15th of the calendar year immediately following the end of the Bonus Year).

(D) Employee’s outstanding unvested awards, if any, under the LTI Plans will remain outstanding and eligible to vest and settle through the end of the Severance Period, subject to and governed by the terms and provisions of the applicable LTI Plan as in effect from time to time and the applicable award agreements without regard to any condition of continued service contained therein.

The payments and benefits described in Section 7(f)(i)(A), (B), (C) and (D) above are collectively referred to herein as the “**Termination Benefits**.”

(ii) Notwithstanding anything herein to the contrary, the Termination Benefits (and any portion thereof) shall not be payable if Employee’s employment hereunder terminates upon the expiration of the then-existing Initial Term or Renewal Term, as applicable, as a result of a non-renewal of the term of Employee’s employment under this Agreement by Employee pursuant to Section 4.

(iii) If the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by Employee, then Employee shall not be entitled to any portion of the Termination Benefits. As used herein, the “**Release Expiration Date**” is that date that is twenty-one (21) days following the date upon which the Company delivers the Release to Employee (which shall occur no later than seven (7) days after the Termination Date) or, in the event that such termination of employment is determined by the Company to be “in connection with an exit incentive or other employment termination program” (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is forty-five (45) days following such delivery date.

(g) After-Acquired Evidence. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that Employee is eligible to receive the Termination Benefits pursuant to Section 7(f) but, after such determination, the Company subsequently acquires evidence that: (i) Employee has materially breached the terms of Sections 9, 10 or 11; or (ii) a Cause condition existed prior to the Termination Date that, had the Company been aware of such condition, would have given the Company the right to terminate Employee’s employment pursuant to Section 7(a), then the Company shall have the right to cease the payment of any future installments of the Termination Benefits upon thirty (30) days’ written notice to Employee, and Employee shall promptly return to the Company the pre-tax value of all Termination Benefits received by Employee prior to the date that the Company determines that the conditions of this Section 7(g) have been satisfied.

(h) Employee’s Right Following Death or Disability. If Employee’s employment is terminated for Death or Disability, Employee’s outstanding unvested awards, if any, under the LTI Plans will remain outstanding and eligible to vest and settle, subject to and governed by the terms and provisions of the applicable LTI Plan as in effect from time to time and the applicable award agreements without regard to any condition of continued service contained therein.

(i) Employment Period. For the avoidance of doubt, the Employment Period immediately and automatically shall terminate upon Employee’s termination of employment with the Company for any reason (regardless of whether such termination is initiated by the Company or by Employee), and shall not thereafter be renewed.

8. **Disclosures**

(a) Employee hereby represents and warrants that as of the Effective Date, there exist (i) no actual or potential Conflicts of Interest and (ii) no current or pending lawsuits, claims or arbitrations filed by or against Employee or any trust or vehicle owned or controlled by Employee.

(b) Promptly (and in any event, within five (5) business days) upon becoming aware of (i) any actual or potential Conflict of Interest or (ii) any lawsuit, claim or arbitration filed by or against Employee or any trust or vehicle owned or controlled by Employee, in each case, Employee shall disclose such actual or potential Conflict of Interest or such lawsuit, claim or arbitration to the Board.

(c) A “**Conflict of Interest**” shall exist when Employee engages in any activities, associations, or interests that conflict with Employee’s duties, responsibilities, authorities, or obligations for and to any member of the Company Group.

9. **Confidentiality**. In the course of Employee’s employment with the Company and the performance of Employee’s duties on behalf of the Company Group hereunder, Employee will be provided with, and will have access to, Confidential Information (as defined below). In consideration of Employee’s receipt and access to such Confidential Information, and as a condition of Employee’s employment, Employee shall comply with this **Section 9**.

(a) Both during the Employment Period and thereafter, except as expressly permitted by this Agreement, Employee shall not disclose any Confidential Information to any person or entity and shall not use any Confidential Information except for the benefit of the Company Group. Employee acknowledges and agrees that Employee would inevitably use and disclose Confidential Information in violation of this **Section 9** if Employee were to violate any of the covenants set forth in **Section 10**. Employee shall follow all Company Group policies and protocols regarding the security of all documents and other materials containing Confidential Information (regardless of the medium on which Confidential Information is stored). Except to the extent required for the performance of Employee’s duties on behalf of the Company Group, Employee shall not remove from facilities of any member of the Company Group any information, property, equipment, drawings, notes, reports, manuals, invention records, computer software, customer information, or other data or materials that relate in any way to the Confidential Information, whether paper or electronic and whether produced by Employee or obtained by the Company Group. The covenants of this **Section 9(a)** shall apply to all Confidential Information, whether now known or later to become known to Employee during the period that Employee is employed by or affiliated with the Company or any other member of the Company Group.

(b) Notwithstanding any provision of **Section 9(a)** to the contrary, Employee may make the following disclosures and uses of Confidential Information:

- (i) disclosures to other employees, officers or directors of a member of the Company Group who have a need to know the information in connection with the businesses of the Company Group;
 - (ii) disclosures to customers and suppliers when, in the reasonable and good faith belief of Employee, such disclosure is in connection with Employee’s performance of Employee’s duties under this Agreement and is in the best interests of the Company Group;
 - (iii) disclosures and uses that are approved in writing by the Board; or
 - (iv) disclosures to a person or entity that has (x) been retained by a member of the Company Group to provide services to one or more members of the Company Group and (y) agreed in writing to abide by the terms of a confidentiality agreement.
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(c) Upon the expiration or termination of the Employment Period, and at any other time upon request of the Company, Employee shall promptly and permanently surrender and deliver to the Company all documents (including electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information and any other Company Group property (including any Company Group-issued computer, mobile device or other equipment) in Employee's possession, custody or control and Employee shall not retain any such documents or other materials or property of the Company Group. Within ten (10) days of any such request, Employee shall certify to the Company in writing that all such documents, materials and property have been returned to the Company.

(d) "**Confidential Information**" means all confidential, competitively valuable, non-public or proprietary information that is conceived, made, developed or acquired by or disclosed to Employee (whether conveyed orally or in writing), individually or in conjunction with others, during the period that Employee is employed by or otherwise affiliated with the Company or any other member of the Company Group (whether during business hours or otherwise and whether on the Company's premises or otherwise) including: (i) technical information of any member of the Company Group, its affiliates, its investors, customers, vendors, suppliers or other third parties, including computer programs, software, databases, data, ideas, know-how, formulae, compositions, processes, discoveries, machines, inventions (whether patentable or not), designs, developmental or experimental work, techniques, improvements, work in process, research or test results, original works of authorship, training programs and procedures, diagrams, charts, business and product development plans, and similar items; (ii) information relating to any member of the Company Group's businesses or properties, products or services (including all such information relating to corporate opportunities, operations, future plans, methods of doing business, business plans, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or acquisition targets or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) or pursuant to which any member of the Company Group owes a confidentiality obligation; and (iii) other valuable, confidential information and trade secrets of any member of the Company Group, its affiliates, its customers or other third parties. Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voice mail, electronic databases, maps, drawings, architectural renditions, models and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression are and shall be the sole and exclusive property of the Company or the other applicable member of the Company Group and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement. For purposes of this Agreement, Confidential Information shall not include any information that (A) is or becomes generally available to the public other than as a result of a disclosure or wrongful act of Employee or any of Employee's agents; (B) was available to Employee on a non-confidential basis before its disclosure by a member of the Company Group; (C) becomes available to Employee on a non-confidential basis from a source other than a member of the Company Group; *provided, however,*

that such source is not bound by a confidentiality agreement with, or other obligation with respect to confidentiality to, a member of the Company Group; or (D) is required to be disclosed by applicable law.

(e) Notwithstanding the foregoing, nothing in this Agreement or in any other agreement between Employee and the Company or any other member of the Company Group shall prohibit or restrict Employee from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental authority regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Employee from any such governmental authority (including the U.S. Securities and Exchange Commission); (iii) testifying, participating or otherwise assisting in any action or proceeding by any such governmental authority relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal. Nothing in this Agreement requires Employee to obtain prior authorization before engaging in any conduct described in this paragraph, or to notify the Company that Employee has engaged in any such conduct.

10. **Non-Competition; Non-Solicitation; Non-Disparagement**

(a) The Company shall provide Employee access to Confidential Information for use only during the Employment Period, and Employee acknowledges and agrees that the Company Group will be entrusting Employee, in Employee's unique and special capacity, with developing the goodwill of the Company Group, and in consideration of the Company providing Employee with access to Confidential Information, clients and customers and as an express incentive for the Company to enter into this Agreement and employ Employee, Employee has voluntarily agreed to the covenants set forth in this Section 10. Employee agrees and acknowledges that the limitations and restrictions set forth herein, including geographical and temporal restrictions on certain competitive activities, are reasonable in all respects, do not interfere with public interests, will not cause Employee undue hardship, and are material and substantial parts of this Agreement intended and necessary to prevent unfair competition and to protect the Company Group's Confidential Information, goodwill and legitimate business interests. Employee further agrees that Employee will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 10 and that Employee will reimburse the Company and any other member of the Company Group for all costs (including reasonable attorneys' fees) incurred in connection with any action to enforce any of the provisions of this Section 10 if either the Company or such other member of the Company Group prevails on any material issue involved in such dispute or if Employee challenges the reasonableness or enforceability of any of the provisions of this Section

10 (but not the applicability of such provisions) and the Company or another member of the Company Group will reimburse Employee if the Company or another member of the Company Group does not prevail on any material issue involved in such dispute involving this Section 10.

(b) During the Prohibited Period, Employee shall not, without the prior written approval of the Board, directly or indirectly, for Employee or on behalf of or in conjunction with any other person or entity of any nature:

(i) engage in or participate in (or prepare to engage in or participate in) the Business within the Market Area, which prohibition shall prevent Employee from directly or indirectly: (A) owning, investing in, controlling, managing, operating, participating in, lending Employee's name to, contributing to, providing assistance to or being an officer or director of, any person or entity engaged in or planning to engage in the Business in the Market Area, or (B) joining, becoming an employee or consultant of, or otherwise rendering services for or being affiliated with or engaged by, any person or entity engaged in, or planning to engage in, the Business in the Market Area in any capacity (with respect to this clause (B)) in which Employee's customer or client relationships, duties or responsibilities are the same as or similar to the customer or client relationships, duties or responsibilities that Employee had on behalf of any member of the Company Group;

(ii) appropriate or interfere with or attempt to appropriate or interfere with any Business Opportunity of, or relating to, any member of the Company Group located in the Market Area;

(iii) solicit, canvass, approach, encourage, entice or induce any customer, vendor or supplier of any member of the Company Group with whom Employee had contact (including oversight responsibility) or learned Confidential Information about during Employee's employment with any member of the Company Group to cease or lessen such customer's, vendor's or supplier's business with any member of the Company Group or otherwise adversely affect such relationship, or attempt to do any of the foregoing; or

(iv) solicit, canvass, approach, encourage, entice or induce any employee or contractor of any member of the Company Group to terminate his, her or its employment or engagement with any member of the Company Group.

(c) Because of the difficulty of measuring economic losses to the Company Group as a result of a breach or threatened breach of the covenants set forth in Section 9 and in this Section 10, and because of the immediate and irreparable damage that would be caused to the members of the Company Group for which they would have no other adequate remedy, the Company and each other member of the Company Group shall be entitled to enforce the foregoing covenants, in the event of a breach or threatened breach, by injunctions and restraining orders from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall not be the Company's or any other member of the Company Group's exclusive remedy for a breach but instead shall be in addition

to all other rights and remedies available to the Company and each other member of the Company Group at law and equity. Further, in the event of any violation of the provisions of this Section 10, Employee agrees that the post-termination restrictions contained in this Section 10 will be extended by a period of time equal to the period of such violation, it being the intention of the parties hereto that the running of the Prohibited Period will be tolled during any period of such violation.

(d) The covenants in this Section 10, and each provision and portion hereof, are severable and separate, and the unenforceability of any specific covenant (or portion thereof) shall not affect the provisions of any other covenant (or portion thereof). Moreover, in the event any arbitrator or court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which such arbitrator or court deems reasonable, and this Agreement shall thereby be reformed.

(e) The following terms shall have the following meanings:

(i) “**Business**” shall mean the business and operations that are the same or similar to those performed by the Company and any other member of the Company Group for which Employee provides services or about which Employee obtains Confidential Information during Employee’s employment with any member of the Company Group, which business and operations include any material business in which any member of the Company Group is engaged on the date of termination or in which they have demonstrably planned, on or prior to such date, to be engaged in on or after such date, in any locale of any country in which any member of the Company Group conducts business.

(ii) “**Business Opportunity**” shall mean any actual or potential commercial, investment or other business opportunity of any member of the Company Group or relating to the Business about which Employee learned Confidential Information during Employee’s employment with any member of the Company Group.

(iii) “**Market Area**” shall mean any locale of any country in which any member of the Company Group conducts business on the date of termination or in which they have demonstrably planned, on or prior to such date, to be engaged in on or after such date.

(iv) “**Prohibited Period**” shall mean the period during which Employee is employed by any member of the Company Group and continuing for a period of twelve (12) months following the date that Employee is no longer employed by any member of the Company Group.

(f) Subject to Section 9(c), Employee agrees that during the period from and after the Effective Date, Employee will not (and will not cause or direct any person or entity to), directly or indirectly, at any time, make, publish or communicate to any person, entity or organization any disparaging, negative or defamatory remarks, comments or statements regarding any member of the Company Group or its businesses, products or services or any of its or their then current or former employees, investors, members, officers, attorneys, directors, owners, agents, customers,

suppliers, investors and other business relations; provided that Employee may make remarks, comments or statements made in connection with the performance of Employee's duties and responsibilities during his employment with the Company that Employee determines are in the best interests of the Company Group or made as required by law or in response to legal process.

(g) Employee undertakes and agrees that prior to entering into any relationship with any other party to serve as an officer, director, employee, consultant, partner, advisor, joint-venturer or in any other capacity with any other person or entity, Employee shall disclose to such other party the terms of the restrictive covenants set forth herein and hereby consents to the Company making any related disclosures.

11. **Ownership of Intellectual Property.**

(a) Employee agrees that the Company shall own, and Employee shall (and hereby does) assign, all right, title and interest relating to any and all inventions (whether or not patentable), discoveries, developments, improvements, innovations, works of authorship, mask works, designs, know-how, ideas, formulae, processes, techniques, data and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by Employee during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, whether or not registerable under U.S. law or the laws of other jurisdictions, that either (a) relate, at the time of conception, reduction to practice, creation, derivation or development, to any member of the Company Group's businesses or actual or anticipated research or development, or (b) were developed on any amount of the Company's or any other member of the Company Group's time or with the use of any member of the Company Group's equipment, supplies, facilities or Confidential Information (all of the foregoing collectively referred to herein as "**Company Intellectual Property**"), and Employee shall promptly disclose all Company Intellectual Property to the Company in writing. To support Employee's disclosure obligation herein, Employee shall keep and maintain adequate and current written records of all Company Intellectual Property made by Employee (solely or jointly with others) during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group in such form as may be specified from time to time by the Company. These records shall be available to, and remain the sole property of, the Company at all times. For the elimination of doubt, the foregoing ownership and assignment provisions apply without limitation to patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world.

(b) All of Employee's works of authorship and associated copyrights created during the period in which Employee is employed by or affiliated with the Company or any other member of the Company Group and in the scope of Employee's employment or engagement shall be deemed to be "works made for hire" within the meaning of the Copyright Act. To the extent any right, title and interest in and to Company Intellectual Property cannot be assigned by Employee to the Company, Employee shall grant, and does hereby grant, to the Company Group an exclusive, perpetual, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, use, sell, offer for sale, import, export, reproduce, practice and otherwise commercialize such rights, title and interest.

- (c) Employee recognizes that this Agreement will not be deemed to require assignment of any invention or intellectual property that Employee developed entirely on Employee's own time without using the equipment, supplies, facilities, trade secrets, or Confidential Information of any member of the Company Group. In addition, this Agreement does not apply to any invention that qualifies fully for protection from assignment to the Company under any specifically applicable state law or regulation.
- (d) To the extent allowed by law, this Section 11 applies to all rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like, including without limitation those rights set forth in 17 U.S.C. §106A (collectively, "**Moral Rights**"). To the extent Employee retains any Moral Rights under applicable law, Employee hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorized by the Company or any member of the Company Group, and Employee hereby waives and agrees not to assert any Moral Rights with respect to such Moral Rights. Employee shall confirm any such ratifications, consents, waivers, and agreements from time to time as requested by the Company.
- (e) Employee shall perform, during and after the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, all acts deemed necessary or desirable by the Company to permit and assist each member of the Company Group, at the Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Intellectual Property and Confidential Information assigned, to be assigned, or licensed to the Company under this Agreement. Such acts may include execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Company Intellectual Property or Confidential Information.
- (f) In the event that the Company (or, as applicable, a member of the Company Group) is unable for any reason to secure Employee's signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Confidential Information or Company Intellectual Property, Employee hereby irrevocably designates and appoints the Company and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Confidential Information or Company Intellectual Property, all with the same legal force and effect as if executed by Employee. For the avoidance of doubt, the provisions of this Section 11(f) apply fully to all derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations of all Company Intellectual Property.
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(g) In the event that Employee enters into, on behalf of any member of the Company Group, any contracts or agreements relating to any Confidential Information or Company Intellectual Property, Employee shall assign such contracts or agreements to the Company (or the applicable member of the Company Group) promptly, and in any event, prior to Employee's termination. If the Company (or the applicable member of the Company Group) is unable for any reason to secure Employee's signature to any document required to assign said contracts or agreements, or if Employee does not assign said contracts or agreements to the Company (or the applicable member of the Company Group) prior to Employee's termination, Employee hereby irrevocably designates and appoints the Company (or the applicable member of the Company Group) and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee to execute said assignments and to do all other lawfully permitted acts to further the execution of said documents.

12. **Arbitration.**

(a) Subject to Section 12(b), any dispute, controversy or claim between Employee and any member of the Company Group arising out of or relating to this Agreement or Employee's employment or engagement with any member of the Company Group or the termination of such employment or engagement ("**Disputes**") will be finally settled by confidential arbitration in Jacksonville, Florida in accordance with the then-existing American Arbitration Association ("**AAA**") Employment Arbitration Rules. The arbitration award shall be final and binding on both parties. Any arbitration conducted under this Section 12 shall be private, shall be heard by a single arbitrator (the "**Arbitrator**") selected in accordance with the then-applicable rules of the AAA and shall be conducted in accordance with the Federal Arbitration Act. The Arbitrator shall expeditiously hear and decide all matters concerning the Dispute. Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power to (i) gather such materials, information, testimony and evidence as the Arbitrator deems relevant to the Dispute before him or her (and each party will provide such materials, information, testimony and evidence requested by the Arbitrator), and (ii) grant injunctive relief and enforce specific performance. All Disputes shall be arbitrated on an individual basis, and each party hereto hereby foregoes and waives any right to arbitrate any Dispute as a class action or collective action or on a consolidated basis or in a representative capacity on behalf of other persons or entities who are claimed to be similarly situated, or to participate as a class member in such a proceeding. The decision of the Arbitrator shall be reasoned, rendered in writing, be final and binding upon the disputing parties and the parties agree that judgment upon the award may be entered by any court of competent jurisdiction. The parties acknowledge and agree that in connection with any such arbitration and regardless of outcome, except as provided under this Section 12, each party will pay all of its own costs and expenses, including its own legal fees and expenses, and the arbitration costs will be shared equally by the Company and Employee.

(b) Notwithstanding Section 12(a), either party may make a timely application for, and obtain, judicial emergency or temporary injunctive relief to enforce any of the provisions of Sections 9 through 11; *provided, however*, that the remainder of any such Dispute (beyond the application for emergency or temporary injunctive relief) shall be subject to arbitration under this Section 12.

(C) BY ENTERING INTO THIS AGREEMENT AND ENTERING INTO THE ARBITRATION PROVISIONS OF THIS SECTION 12, THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVING THEIR RIGHTS TO A JURY TRIAL.

(d) Nothing in this Section 12 shall prohibit a party to this Agreement from (i) instituting litigation to enforce any arbitration award, or (ii) joining the other party to this Agreement in a litigation initiated by a person or entity that is not a party to this Agreement. Further, nothing in this Section 12 precludes Employee from filing a charge or complaint with a federal, state or other governmental administrative agency.

13. **Defense of Claims; Cooperation.** During the Employment Period and thereafter, upon request from the Company, Employee shall cooperate with the Company Group in the defense of any claims or actions that may be made by or against any member of the Company Group that relate to Employee's actual or prior areas of responsibility or knowledge. Employee shall further provide reasonable and timely cooperation in connection with any actual or threatened claim, action, inquiry, review, investigation, process, or other matter (whether conducted by or before any court, arbitrator, regulatory, or governmental entity, or by or on behalf of any Company Group member), that relates to Employee's actual or prior areas of responsibility or knowledge. The Company agrees to reimburse Employee for his reasonable expenses incurred in connection with his cooperation under this Section 13, provided Employee timely submits documentation for such expenses.

14. **Indemnification.** If Employee is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that Employee is or was an employee, director or officer of any member of the Company Group or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (other than, in each case, any action, suit or proceeding initiated by Employee or any member of the Company Group or any of its affiliates or any of their respective directors, officers, managers, members, partners or employees related to any contest or dispute between Employee and any member of the Company Group or any of its affiliates or any of their respective directors, officers, managers, members, partners or employees with respect to this Agreement or Employee's employment, engagement or any termination thereof), Employee shall be indemnified and held harmless by the Company to the fullest extent authorized by the Company's organizational and governing documents and by applicable laws against all liabilities and losses (including reasonable attorneys' fees, judgments, fines or penalties) incurred or suffered by Employee in connection therewith; provided, however, that if Employee is seeking indemnification in connection with a proceeding (or part thereof) initiated by Employee, the Company shall indemnify Employee with respect to such proceeding (or part thereof) only if such proceeding (or part thereof) was authorized by the Board.

15. **Withholdings; Deductions.** The Company is authorized to withhold and deduct from any benefits, amounts, or payments related to this Agreement or Employee's employment (a) all federal, state, local and other taxes and (b) any applicable deductions or withholdings.

16. **Title and Headings; Construction.** Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Any and all

Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. Unless the context requires otherwise, all references to laws, regulations, contracts, documents, agreements and instruments refer to such laws, regulations, contracts, documents, agreements and instruments as they may be amended, restated or otherwise modified from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. All references to “dollars” or “\$” in this Agreement refer to United States dollars. The words “herein”, “hereof”, “hereunder” and other compounds of the word “here” shall refer to the entire Agreement, including all Exhibits attached hereto, and not to any particular provision hereof. Unless the context requires otherwise, the word “or” is not exclusive. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. All references to “including” shall be construed as meaning “including without limitation.” Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise, on the basis that such party was the drafter of the applicable provision of this Agreement. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

17. **Applicable Law; Submission to Jurisdiction.** This Agreement shall in all respects be construed according to the laws of the State of Florida without regard to any conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the arbitration provisions of Section 12 and recognize and agree that should any resort to a court be necessary and permitted under this Agreement, then they consent to the exclusive jurisdiction, forum and venue of the state and federal courts (as applicable) located in Jacksonville, Florida (and the courts of appeals thereof).

18. **Entire Agreement and Amendment.** This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof; provided, however, that the provisions of this Agreement are in addition to and complement (and do not replace or supersede) any other written agreement(s) or parts thereof between Employee and any member of the Company Group that create restrictions on Employee with respect to confidentiality, non-disclosure, non-competition, non-solicitation or non-disparagement. This Agreement may be amended only by a written instrument executed by both parties hereto.

19. **Waiver of Breach.** Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time.

20. **Assignment.** This Agreement is personal to Employee, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Employee. The Company may assign this Agreement without Employee’s consent to any member of the Company Group and to any

successor to or acquirer of (whether by merger, purchase or otherwise) all or substantially all of the equity, assets or businesses of the Company.

21. **Notices.** Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person, (b) when sent by facsimile transmission (with confirmation of transmission) or email on a business day to the number or email address set forth below, if applicable; *provided, however*, that if a notice is sent by facsimile transmission or email after normal business hours of the recipient or on a non-business day, then it shall be deemed to have been received on the next business day after it is sent, (c) on the first business day after such notice is sent by express overnight courier service, or (d) on the second business day following deposit with an internationally-recognized second-day courier service with proof of receipt maintained, in each case, to the following address, as applicable:

If to the Company, addressed to:

Redwire Corporation
8226 Philips Highway
Jacksonville, FL 32256
Attn: Executive Vice President, General Counsel and Secretary

If to Employee, addressed to Employee's last known address on file with the Company.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto. Electronic copies shall have the same force and effect as the originals.

23. **Deemed Resignations.** Except as otherwise determined by the Board or as otherwise agreed to in writing by Employee and any member of the Company Group prior to the termination of Employee's employment with the Company, any termination of Employee's employment shall, without changing the basis for such termination of employment, constitute, as applicable, an automatic resignation of Employee: (a) as an officer of the Company and each member of the Company Group; (b) from the Board; and (c) from the board of directors or board of managers (or similar governing body) of any member of the Company Group and from the board of directors or board of managers (or similar governing body) of any corporation, limited liability entity, unlimited liability entity or other entity in which any member of the Company Group holds an equity interest and with respect to which board of directors or board of managers (or similar governing body) Employee serves as such Company Group member's designee or other representative. Employee agrees to take any further actions that any member of the Company Group reasonably requests to effectuate or document the foregoing.

24. **Section 409A.** Notwithstanding any provision of this Agreement to the contrary:

(a) All provisions of this Agreement are intended to comply with Section 409A of the Internal Revenue Code of 1986 (the "**Code**"), and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "**Section 409A**") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments

under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of Employee's employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A.

(b) To the extent, if any, that the aggregate amount of the Severance Payment exceeds the maximum exemption amount under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), then to the extent that an amount of the Severance Payment equal to such excess has not been paid as of March 10 of the calendar year immediately following such termination of employment, an amount shall be paid to Employee in a lump sum on March 15 of the calendar year immediately following such termination of employment (or the first business day preceding such March 15 if such March 15 is not a business day) such that the total Severance Payment paid to Employee on or before such March 15 equals such excess, and the installments of the Severance Payment payable after such March 15 shall be reduced by such accelerated payment (beginning with the installment first payable after such March 15 and continuing with the next succeeding installment until the aggregate reduction equals such accelerated payment). For the avoidance of doubt, the intention of this Section is that the Severance Payment will be exempt from Section 409A under Treasury Regulation Section 1.409A-1(b)(4) and/or Treasury Regulation Section 1.409A-1(b)(9), and this Agreement (and the definition of Good Reason) shall be interpreted accordingly.

(c) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A), (i) any such expense reimbursement shall be made by the Company no later than the last day of Employee's taxable year following the taxable year in which such expense was incurred by Employee, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

(d) If any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Employee's receipt of such payment or benefit is not delayed until the earlier of the date of Employee's death or the date that is six months after the Termination Date (such date, the "**Section 409A Payment Date**"), then such payment or benefit shall not be provided to Employee (or Employee's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall any member of the Company Group be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A.

25. **Effect of Termination.** The provisions of Sections 7, 9-13 and 23 and those provisions necessary to interpret and enforce them, shall survive any termination of this Agreement and any termination of the employment relationship between Employee and the Company.
26. **Third-Party Beneficiaries.** Each member of the Company Group that is not a signatory to this Agreement shall be a third-party beneficiary of Employee's obligations under Sections 8, 9, 10, 11, 12 and 24 and shall be entitled to enforce such obligations as if a party hereto.
27. **Severability.** If an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or portion thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or portion thereof) shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect. It is the intention of the parties that any such invalid or unenforceable provision be reformed and enforced to the fullest extent permitted by law.
28. **Certain Excise Taxes.** Notwithstanding anything to the contrary in this Agreement, if Employee is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Employee has the right to receive from the Company or any of its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Employee from the Company or any of its affiliates shall be one dollar (\$1.00) less than three times Employee's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Employee shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Employee (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by the Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company or any of its affiliates used in determining if a "parachute payment" exists, exceeds one dollar (\$1.00) less than three times Employee's base amount, then Employee shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 28 shall require any member of the Company Group to be responsible for, or have any liability or obligation with respect to, Employee's excise tax liabilities under Section 4999 of the Code.
29. **Clawback.** To the extent required by applicable law or any applicable securities exchange listing standards, or as otherwise determined by the Board (or a committee thereof) as a policy or procedure applicable to all executive officers of the Company, amounts paid or payable under this Agreement shall be subject to the provisions of any applicable clawback policies or procedures adopted by any member of the Company Group, which clawback policies or procedures may provide for forfeiture and/or
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recoupment of amounts paid or payable under this Agreement. Notwithstanding any provision of this Agreement to the contrary, each member of the Company Group reserves the right, without the consent of Employee, to adopt any such clawback policies and procedures, including such policies and procedures applicable to this Agreement with retroactive effect with respect to this Agreement (but, except as required by applicable law or the applicable rules of the U.S. Securities and Exchange Commission or any securities exchange on which the Company’s common stock is listed, not to compensation previously paid) provided that such policies and procedures are consistently applied to all executive officers of the Company and the other members of the Company Group.

[Remainder of Page Intentionally Blank; Signature Page Follows]

Agreed to and executed as of the date first written above:

Employee

/s/ Christopher Edmunds

Christopher Edmunds

Redwire Corporation

/s/ Aaron Futch

By: Aaron Futch

Title: Executive Vice President,
General Counsel and Secretary

RETIREMENT AND CONSULTING AGREEMENT

This Retirement and Consulting Agreement (“**Agreement**”) is made and entered into by and between Redwire Corporation, a Delaware corporation (the “**Company**”), and Jonathan E. Baliff (“**Executive**”) effective as of October 7, 2025 (the “**Effective Date**”).

RECITALS

WHEREAS, Executive is currently serving as the Chief Financial Officer of the Company;

WHEREAS, Executive has expressed his desire to retire from employment with the Company;

WHEREAS, Executive has provided loyal and valuable service to the Company and the Company recognizes Executive’s significant contribution to the Company and its shareholders;

WHEREAS, the Executive and the Company wish to provide for Executive’s ongoing assistance to the Company as a consultant during the Consulting Period (as defined below).

AGREEMENT

NOW, THEREFORE, in order to provide for an orderly transition and in consideration of the foregoing premises and the mutual promises, terms, provisions and conditions set forth in this Agreement, the parties hereby agree as follows:

1. **Retirement**. Effective as of November 30, 2025 (the “**Retirement Date**”), Executive hereby retires from his employment as Chief Financial Officer of the Company and from all other positions with the Company and its subsidiaries (collectively, the “**Company Group**”). Executive and the Company hereby waive any advance notice period which otherwise may have been required in connection with Executive’s retirement. Between the date hereof and the Retirement Date, Executive shall (x) continue to receive the same compensation and benefits from the Company as in effect on the date of this Agreement, (y) continue as a full time employee of the Company and (z) perform such duties and responsibilities as are directed by the Company’s Chief Executive Officer, the Company’s Board of Directors (the “**Board**”) or any of their respective designees. Effective as of the Retirement Date, all of Executive’s right to compensation and benefits from the Company and the other members of the Company Group shall cease, except as otherwise explicitly provided in this Agreement or in the Release (as defined below), provided that Executive shall (x) be paid all base salary that is earned through the Retirement Date but unpaid as of the Retirement Date (to be paid in accordance with Company policy and applicable law), (y) be reimbursed for any unreimbursed business expenses incurred by Executive on or prior to the Retirement Date that are reimbursable in accordance with Section 5(a) of the Employment Agreement (as defined below), to be reimbursed in accordance with Section 5(a) of the Employment Agreement and (z) receive any benefits under any tax-qualified defined contribution retirement plan of the Company Group that are vested as of the Retirement Date, to be provided in accordance with the terms of such plan (the items in the foregoing clauses (x) through (z), the “**Accrued Rights**”).

2. **Consulting Services**. From December 1, 2025 through December 31, 2026 (the “**Consulting Period**”), Executive shall provide general advisory services as reasonably requested

by the Company's Chief Executive Officer, including assisting the Company with the transitioning of Executive's duties and responsibilities (the "**Services**"). During the Consulting Period, Executive shall provide the Services at such times and in such locations as are reasonably requested by the Company, provided that (i) such services may be provided remotely where possible and (ii) the Company shall take into account where possible Executive's other obligations. Executive shall not be required to render more than thirty-two (32) hours of Services per month.

3. **Compensation.** During the portion of the Consulting Period beginning on December 1, 2025 and ending on November 30, 2026, the Company shall pay to Executive a consulting fee of \$70,000 per month ("**Consulting Fee**"), payable as follows: (i) the Consulting Fee for each of December 2025, January 2026 and February 2026 shall be paid within ten (10) days after the end of the applicable month, (ii) the aggregate Consulting Fee for March 2026, April 2026 and May 2026 (\$210,000) shall be paid in a lump sum between June 1, 2026 and June 10, 2026 and (iii) the Consulting Fee for each of June 2026, July 2026, August 2026, September 2026, October 2026 and November 2026 shall be paid within ten (10) days after the end of the applicable month. During the portion of the Consulting Period beginning on December 1, 2026 and ending on December 31, 2026, the sole compensation for the Services shall be the potential vesting of Executive's LTIP Awards (as defined below) set forth on Exhibit A attached hereto, as provided under Section 4. The aggregate Consulting Fee potentially payable to Executive shall be \$840,000. Executive's rights under this Section 3 are subject to the other terms of this Agreement, including Sections 7, 10 and 24.

4. **Equity Awards.** The awards under the Redwire Corporation 2021 Omnibus Incentive Plan (the "**LTIP Awards**") set forth on Exhibit A attached hereto will remain outstanding and continue to vest through December 31, 2026 as if Executive were still employed full time with the Company through such date. Each LTIP Award set forth on Exhibit A attached hereto that does not become vested due to the failure to achieve any performance goal set forth in the applicable LTIP Award shall be automatically and immediately cancelled and forfeited with no compensation or payment due to Executive or any other person or entity. All LTIP Awards set forth on Exhibit B attached hereto shall be automatically forfeited on the Retirement Date with no compensation or payment due to Executive or any other person or entity. Executive's rights under this Section 4 are subject to the other terms of this Agreement, including Sections 7, 10 and 24.

5. **Business Expenses.** The Company shall reimburse Executive reasonable and documented out-of-pocket business-related expenses incurred by Executive in the performance of Executive's Services under this Agreement, provided such expenses are approved by the Company in writing in advance.

6. **Benefits.** During the portion of the Consulting Period beginning on December 1, 2025 and ending on the COBRA End Date (as defined below), if Executive elects to continue coverage for Executive and Executive's spouse and eligible dependents, if any, under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**"), then the Company shall reimburse Executive on a monthly basis for the difference between the amount Executive pays to effect and continue such coverage and the employee contribution amount that similarly situated employees of the Company pay for the same or similar coverage under such group health plans (the "**COBRA Benefit**"). Each payment of the COBRA Benefit shall be paid on or about the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which Executive submits to the Company documentation of the applicable premium payment having been paid by Executive, which documentation shall be submitted by Executive to the Company within thirty (30) days following the date on which the applicable premium payment is paid. For purposes of this Agreement, the "**COBRA End Date**" means the earliest of: (x) November 30, 2026; (y) the

date Executive is no longer eligible to receive COBRA continuation coverage; and (z) the date on which Executive becomes eligible to receive coverage under a group health plan sponsored by another employer (and any such eligibility shall be promptly reported to the Company by Executive); *provided, however*, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Executive's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, if the provision of the benefits described in this paragraph cannot be provided in the manner described above without penalty, tax or other adverse impact on the Company or any other member of the Company Group, then the Company shall provide Executive, through the COBRA End Date, a monthly cash payment equal to the COBRA Benefit (whether or not Executive is then receiving COBRA coverage). Executive's rights under this Section 6 are subject to the other terms of this Agreement, including Sections 7, 10 and 24.

7. **Release.** Provided that Executive has executed and returned to the Company the General Release attached hereto as Exhibit C (the "**Release**") within twenty-one (21) days after the Retirement Date and Executive does not revoke the Release, then Executive shall remain eligible to receive the full Consulting Fee, the benefits described in Section 4 and the benefits described in Section 6, in each case, in accordance with the terms of this Agreement. If Executive has not executed and returned to the Company the Release within twenty-one (21) days after the Retirement Date or if Executive revokes the Release after its execution, then (x) the Consulting Fee shall be reduced to \$1,000 per month, (y) all unvested LTIP Awards held by Executive as of the Retirement Date shall be immediately cancelled and forfeited as of the Retirement Date with no compensation or payment due to Executive or any other person or entity and (z) Executive shall not be entitled to receive any of the benefits described in Section 6.

8. **Independent Contractor.** Executive understands that Executive's relationship with the Company during the Consulting Period shall be that of an independent contractor and Executive shall not be considered an employee of the Company (or any other member of the Company Group) for tax purposes or for any other purposes whatsoever (and accordingly, Executive shall not be entitled to participate in any of the Company Group's health, welfare, retirement, fringe benefit or other employee benefit plans). During the Consulting Period, Executive will not be an agent of the Company Group, and Executive will have no authority, implied or actual, to act on behalf of the Company or any of its affiliates or to enter into any agreement that would bind the Company Group.

9. **Taxes.** The Company shall withhold federal, state, and local income taxes and payroll taxes on the Consulting Fee and COBRA Benefit in the same manner as if such amounts were severance being paid to a former employee. However, Executive understands that Executive ultimately is responsible to pay all taxes on all amounts paid or payable to Executive under this Agreement, regardless of whether the Company withholds any such taxes.

10. **Termination of Consulting Agreement.**

(a) If the Company terminates the Consulting Period without Cause (as such term is defined below, and which the Company may do at any time upon written notice to Executive) or the Executive terminates the Consulting Period for Good Reason (as such term is defined below, and which Executive may do in accordance with the definition of Good Reason), in either case, prior to December 31, 2026, then Executive will be entitled to continue receiving the payments and benefits set forth in Sections 3, 4 and 6 of this Agreement in the same manner as if the Consulting Period had continued through December 31, 2026. If the Company terminates the Consulting Period for Cause (which the Company may do at any time upon written notice to Executive) or the Executive terminates the Consulting Period without Good Reason (which Executive may do at any time upon 30 days prior written notice to the Company),

in either case, prior to December 31, 2026, then notwithstanding anything contained in this Agreement to the contrary, all payments and benefits under Sections 3, 4 and 6 of this Agreement automatically and immediately shall terminate with no compensation or payment due to Executive or any other person or entity (other than (x) a pro-rata portion of the Consulting Fee for the month in which such termination of the Consulting Period occurs (pro-rated through the date of the termination of the Consulting Period) and (y) any earned but unpaid Consulting Fee and COBRA Benefit, in each case of this clause (y), for any month ended during the Consulting Period prior to the termination of the Consulting Period).

(b) **“Cause”** shall mean: (i) the willful failure or refusal by Executive to perform his Services hereunder (other than due to disability); (ii) a material breach by Executive of any provision of this Agreement; (iii) Executive’s willful and intentional misconduct that could reasonably be expected to adversely impact the business or reputation of the Company; (iv) Executive’s material breach of Section 9, Section 10 or Section 11 of the Employment Agreement; or (v) Executive’s material violation of any law in the performance of the Services *provided, however*, that (y) Cause under (i), (ii) or (iv) shall not exist unless such actions or omissions remain uncured thirty (30) days after the Company first provided Executive written notice of the obligation to cure such actions or omissions (to the extent capable of cure) and (z) Cause under (i) shall not exist if the Executive’s failure or refusal results from the Company’s request for Services to be performed that requires or could reasonably be expected to require Executive to commit in connection with the discharge of Executive’s Services to the Company (1) malfeasance, fraud, or dishonesty, or (2) a willful and material violation of Company policies or U.S. laws and regulations (including SEC rules and regulations) or accounting and auditing rules and regulations generally known as U.S. generally accepted accounting principles and U.S. generally accepted auditing standards, or (3) any conduct that could reasonably be expected to result in an indictment or formal charge under the laws of the United States or any political subdivision thereof for a felony or a misdemeanor involving moral turpitude..

(c) **“Good Reason”** shall mean a material breach by the Company of any of its obligations under this Agreement. Notwithstanding the foregoing, Good Reason shall not exist under this Section 7(c) unless Executive provides written notice to the Company of the existence of such breach within thirty (30) days after the initial occurrence thereof, and the breach specified in such notice remains uncorrected for thirty (30) days following the Company’s receipt of such written notice.

(d) Upon the death of Executive during the Consulting Period, Executive’s estate shall continue to receive the payments and benefits set forth in Sections 3, 4, and 6 of this Agreement as if Executive had continued to perform the Services through December 31, 2026.

11. **Confidentiality.** Section 9 of the Employment Agreement is incorporated herein by reference *mutatis mutandis*, and Executive acknowledges and agrees that Executive remains bound by, and will continue to comply with, Section 9 of the Employment Agreement. Executive’s obligation to return property under Section 9(c) of the Employment Agreement must be satisfied within five (5) days after the Retirement Date, provided that Executive may retain such property during the Consulting Period as is reasonably necessary to perform the Services, but must return such property to the Company (and all other Company Group property and Confidential Information then in Executive’s possession or then under Executive’s actual or constructive control) within five (5) days after the end of the Consulting Period or at such earlier time as is requested by the Company.

12. **Employment Agreement.** Effective as of the Retirement Date, the Employment Agreement between the parties effective June 1, 2022 (the **“Employment Agreement”**) automatically shall terminate and expire, except that the following provisions in the Employment Agreement (and those provisions necessary to interpret and enforce such provisions) shall

survive the Retirement Date and continue to apply in accordance with their respective terms: Section 1(b); Section 7(g); Section 8(a); Sections 9-14; Sections 17-21; Section 23; Section 24; and Sections 26-29 (the foregoing surviving sections of the Employment Agreement are referred to as the “**Surviving Provisions**”).

13. **Indemnification.** If Executive is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, relating to the Services (other than, in each case, any action, suit or proceeding initiated by Executive or any member of the Company Group or any of its affiliates or any of their respective directors, officers, managers, members, partners or executives related to any contest or dispute between Executive and any member of the Company Group or any of its affiliates or any of their respective directors, officers, managers, members, partners or executives with respect to this Agreement, the Services or any termination thereof), Executive shall be indemnified and held harmless by the Company to the fullest extent authorized by the Company’s organizational and governing documents and by applicable laws against all liabilities and losses (including reasonable attorneys’ fees, judgments, fines or penalties) incurred or suffered by Executive in connection therewith; provided, however, that if Executive is seeking indemnification in connection with a proceeding (or part thereof) initiated by Executive, the Company shall indemnify Executive with respect to such proceeding (or part thereof) only if such proceeding (or part thereof) was authorized by the Board.

14. **Legal Fees.** The Company shall reimburse Executive for the reasonable attorneys’ fees he incurred in connection with the negotiation and drafting of the terms of this Agreement, subject to a cap of \$25,000, within seven (7) days of his attorneys submitting an invoice for such fees (with such invoice to be submitted within thirty (30) days after the date of this Agreement).

15. **Title and Headings; Construction.** Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. Unless the context requires otherwise, all references to laws, regulations, contracts, documents, agreements and instruments refer to such laws, regulations, contracts, documents, agreements and instruments as they may be amended, restated or otherwise modified from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. All references to “dollars” or “\$” in this Agreement refer to United States dollars. The words “herein”, “hereof”, “hereunder” and other compounds of the word “here” shall refer to the entire Agreement, and not to any particular provision hereof. Unless the context requires otherwise, the word “or” is not exclusive. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. All references to “including” shall be construed as meaning “including without limitation.” Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise, on the basis that such party drafted any portion of this Agreement. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

16. **Applicable Law; Submission to Jurisdiction; WAIVER OF JURY TRIAL.** This Agreement shall in all respects be construed according to the laws of the State of Florida without regard to any conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the arbitration (**AND WAIVER OF JURY TRIAL**) provisions in Section 12 of the Employment Agreement (which are incorporated into this Agreement *mutatis mutandis*) and recognize and agree that should any resort to a court be

necessary and permitted under this Agreement, then they consent to the exclusive jurisdiction, forum and venue of the state and federal courts (as applicable) located in Jacksonville, Florida (and the courts of appeals thereof).

17. **Entire Agreement and Amendment.** This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof. This Agreement may be amended only by a written instrument executed by both parties hereto.

18. **Waiver of Breach.** Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time.

19. **Assignment.** This Agreement is personal to Executive, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Executive. The Company may assign this Agreement without Executive's consent to any member of the Company Group and to any successor to or acquirer of (whether by merger, purchase or otherwise) all or substantially all of the equity, assets or businesses of the Company.

20. **Notices.** All notices provided for in this Agreement shall be in writing, and shall be provided and shall be deemed to have been duly received, in each case, in accordance with Section 21 of the Employment Agreement.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto. Electronic copies shall have the same force and effect as the originals.

22. **Section 409A.**

(a) **Interpretation.** Each payment under this Agreement is intended to be (1) exempt from Section 409A of the Code, the regulations thereunder and other binding guidance promulgated thereunder ("**Section 409A**"), including, but not limited to, by compliance with the short-term deferral exemption as specified in Treas. Reg. § 1.409A-1(b)(4), or (2) compliant with Section 409A, and the provisions of this Agreement will be interpreted and construed accordingly.

(b) **Separation from Service.** Executive shall be considered to have incurred a "separation from service" with the Company and its affiliates within the meaning of Treas. Reg. § 1.409A-1(h)(1)(ii) as of the Retirement Date. As of the Retirement Date, the parties anticipate that the level of Executive's services to the Company and its affiliates will permanently decrease and will not exceed twenty percent (20%) of the average level of bona fide services performed by Executive during Executive's employment with the Company during the thirty-six (36)-month period immediately preceding the Retirement Date. Furthermore, on and after the Retirement Date, Executive shall have no policy-making duties or authorities for or on behalf of the Company and its affiliates. For purposes of this Section 22, "affiliate" means any entity treated as a single employer with the Company under Treas. Reg. § 1.409A-1(h).

(c) **Specified Employee.** Notwithstanding any other provision in this Agreement to the contrary, if on the date of Executive's "separation from service" within the meaning of Section 409A, Executive is a "specified employee" (as defined in Section 409A), then to the extent required by Section 409A, payments and benefits payable under this Agreement that are deferred compensation subject to (and not otherwise exempt from) Section 409A that would otherwise be paid or provided during the six (6)-month period commencing on the date of Executive's "separation from service" within the meaning of Section 409A, shall be deferred until the first business day after the date that is six (6) months following Executive's "separation from service" within the meaning of Section 409A (provided that if Executive dies prior to the six (6) month anniversary of Executive's "separation from service" within the meaning of Section 409A, then any payments and benefits that were so delayed prior to such death shall be paid to Executive's estate within ten (10) days after the date of such death, with all remaining payments and benefits to be paid and provided according to their regular schedule). For purposes of this Section 22(c), "separation from service" refers to Executive's "separation from service" with the Company.

(d) **Reimbursements.** All expenses eligible for reimbursement under any plan, policy or agreement with Executive shall be paid to Executive promptly, but in any event by no later than December 31st of the calendar year following the calendar year in which such expenses were incurred. Furthermore, the expenses incurred by Executive in any calendar year that are eligible for reimbursement shall not affect the expenses incurred by Executive in any other calendar year that are eligible for reimbursement, and Executive's right to receive any reimbursement shall not be subject to liquidation or exchange for any other benefit.

(e) **Separate Payments, etc.** For purposes of Section 409A, Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. In no event may Executive, directly or indirectly, designate the calendar year of any payment to be made under this Agreement that is considered nonqualified deferred compensation under Section 409A.

23. **Severability.** If an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or portion thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or portion thereof) shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect. It is the intention of the parties that any such invalid or unenforceable provision be reformed and enforced to the fullest extent permitted by law.

24. **Certain Events.** Notwithstanding any provision of this Agreement to the contrary, in the event that, after the Company's execution of this Agreement, (i) Executive materially breaches the terms of Sections 9, 10 or 11 of the Employment Agreement or (ii) the Company acquires evidence that Executive's employment with the Company could have been terminated for "cause" under the terms of the Employment Agreement had the Company been aware of such condition on or prior to the Retirement Date, then the Company shall have the right to cease the payment and provision of the payments and benefits set forth in Section 3, 4 and 6 of this Agreement upon thirty (30) days' written notice to Executive, and Executive shall promptly return to the Company the pre-tax value of all payments and benefits provided to Executive under Sections 3, 4 and 6 of this Agreement prior to the date that the Company determines that such material breach occurred or "cause" existed. The Company represents that it is not aware of any evidence that Executive's employment with the Company could have been terminated for "cause" under the terms of the Employment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Executive and the Company each have caused this Agreement to be executed and effective as of the Effective Date.

EXECUTIVE

/s/ Jonathan E. Baliff
Jonathan E. Baliff

REDWIRE CORPORATION

By: /s/ Aaron Futch
Name: Aaron Futch
Title: Executive Vice President,
General Counsel & Secretary

EXHIBIT A

LTIP Awards Eligible for Continued Vesting

Vesting Date	Number of Shares	Note
December 31, 2025	90,000	Subject to increase or decrease based on performance against target, as set forth in award letter
July 3, 2026	30,000	
July 11, 2026	39,843	
July 14, 2026	14,423	
December 31, 2026	119,531	Subject to increase or decrease based on performance against target, as set forth in award letter

EXHIBIT B

Forfeited LTIP Awards

Vesting Date	Number of Shares
July 11, 2027	39,844
July 14, 2027	14,423
December 31, 2027	43,269
July 14, 2028	14,423

EXHIBIT C

General Release

(see attached)

Redwire Announces CFO Retirement and Plan for Succession

*Jonathan Baliff to Retire as Chief Financial Officer on November 30, 2025;
current Chief Accounting Officer Chris Edmunds Planned Successor*

JACKSONVILLE, Fla.—October 7, 2025 – Redwire Corporation (NYSE: RDW) (“Redwire” or the “Company”), a global leader in space and defense technology solutions, today announced that Jonathan Baliff, the Company’s Chief Financial Officer, will retire effective November 30, 2025. In connection with Mr. Baliff’s retirement, the Board plans to appoint Chris Edmunds, who is currently serving as the Company’s Senior Vice President and Chief Accounting Officer, to succeed Mr. Baliff. Mr. Baliff will serve as a consultant to the Company through December 2026 to support a smooth transition.

Mr. Edmunds has nearly two decades of relevant finance and accounting experience, with a deep understanding of Redwire, and a demonstrated track record of leadership that will translate to a seamless transition for our finance organization. He has served as Redwire’s Senior Vice President and Chief Accounting Officer since 2022 after having joined the Company as Corporate Controller in 2020. Prior to joining Redwire, Mr. Edmunds served for nearly 15 years in roles of increasing responsibility at Ernst & Young. He holds a Bachelor’s Degree in Accounting from Samford University, a Master of Science in Accounting from the University of Notre Dame and is a Certified Public Accountant.

Peter Cannito, Chairman and Chief Executive Officer of Redwire, said, “On behalf of the Board and entire Redwire team, I thank Jonathan for his leadership and many valuable contributions throughout his tenure. He has been instrumental in guiding Redwire through critical phases of our evolution as both CFO and as a member of the Board, overseeing significant strengthening of our finance, accounting, and information technology functions and leading multiple value creating transactions, including the transformational acquisition of Edge Autonomy. Additionally, we look forward to Chris’ leadership and contributions to Redwire with his planned appointment as the company’s next CFO. Chris is the ideal person to step into the CFO role for Redwire’s next phase of growth, bringing deep knowledge of our business and organization, along with significant finance and accounting expertise.”

Mr. Edmunds said, “I am honored to be trusted with the role of CFO at Redwire as part of this succession. I’m looking forward to advancing our growth strategy while remaining focused on driving financial discipline, operational excellence, and long-term value creation for our stakeholders. I would like to thank Jonathan for his leadership and partnership which has ensured that we have a solid foundation for this next chapter of growth.”

Mr. Baliff said, “It has been a privilege to work with the proven and talented global teams across Redwire over the past five years during a period of transformative growth. I’m proud of what we have achieved together as Redwire has strengthened and expanded its position as a critical provider of global space and defense technology. The Company has an exceptional team and Chris has my full confidence as my designated successor. I look forward to watching as Redwire continues to capitalize on global growth opportunities.”

About Redwire

Redwire Corporation (NYSE:RDW) is an integrated space and defense tech company focused on advanced technologies. We are building the future of aerospace infrastructure, autonomous systems, and multi-domain operations leveraging digital engineering and AI automation. Redwire’s approximately 1,300 employees located throughout the United States and Europe are committed to delivering innovative space and airborne platforms that are transforming the future of multi-domain operations. For more information, please visit [RDW.com](https://www.rdw.com).

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Redwire Announces Planned Board Refreshment

General (RET) James McConville and Dorothy D. Hayes to Join as Independent Directors; Jonathan Baliff and John S. Bolton to Step Down from the Board, Effective Immediately

JACKSONVILLE, Fla.—October 7, 2025 – Redwire Corporation (NYSE: RDW) (“Redwire” or the “Company”), a global leader in space and defense technology solutions, today announced a planned Board of Directors refreshment.

Redwire’s Board of Directors has appointed General (RET) James McConville and Dorothy D. Hayes as new independent directors. Jonathan Baliff and John S. Bolton, who joined the Board as part of Redwire’s combination with Genesis Park Acquisition Corp. in 2021, have stepped down from the Board. These Board changes are effective immediately.

General McConville was previously the 40th Chief of Staff of the United States Army, leading an organization of 1.2 million personnel, an annual budget of \$185 billion and operations in over 140 countries around the globe. He led combat organizations from the platoon to the division level and was the longest serving commander of the famed 101st Airborne Division (AASLT). He is currently an operating partner at AE Industrial Partners and is a Senior Fellow at the Belfer Center at Harvard University and a member of the Georgia Tech Research Institute External Advisory Council.

Ms. Hayes brings extensive experience as a financial executive and seasoned board member. A former executive at Intuit, Agilent Technologies, Hewlett-Packard, and Apollo Computer, she is a recognized expert in audit, risk management, corporate governance, and financial controls, and currently serves on the board of BigBear.ai, where she chairs the Audit Committee.

Mr. Cannito stated, “We are pleased to have General McConville and Dorothy joining the Redwire Board. General McConville and Dorothy are each highly experienced leaders with strong track records. General McConville brings a deep background in military expertise, leadership and industry knowledge, while Dorothy brings significant experience serving on boards as well as deep expertise across finance, audit, and corporate governance. We are confident they will both be valuable additions to our Board and look forward to gaining from their additional perspectives. At the same time, I want to extend the Board’s thanks to Jonathan and John for their contributions as Redwire became a publicly traded company. They provided strong support as the Company executed on its strategy, and we appreciate their guidance and partnership.”

About Redwire

Redwire Corporation (NYSE:RDW) is an integrated space and defense tech company focused on advanced technologies. We are building the future of aerospace infrastructure, autonomous systems, and multi-domain operations leveraging digital engineering and AI automation. Redwire’s approximately 1,300 employees located throughout the United States and Europe are committed to delivering innovative space and airborne platforms that are transforming the future of multi-domain operations. For more information, please visit [RDW.com](https://www.rdw.com).

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