

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period Ended June 26, 2022

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-34460

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

13-3818604

(I.R.S. Employer Identification No.)

1 Chisholm Trail, Suite 300
Round Rock, TX

(Address of principal executive offices)

78681

(Zip Code)

(512) 238-9840

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value	KTOS	The NASDAQ Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of July 29, 2022, 125,943,599 shares of the registrant's common stock were outstanding.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
FORM 10-Q
FOR THE QUARTERLY PERIOD ENDED JUNE 26, 2022
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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions, except par value and number of shares)

	June 26, 2022 (Unaudited)	December 26, 2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 142.4	\$ 349.4
Accounts receivable, net	100.6	93.9
Unbilled receivables, net	214.4	190.8
Inventoried costs	118.2	91.7
Prepaid expenses	12.2	9.8
Other current assets	36.5	22.5
Total current assets	624.3	758.1
Property, plant and equipment, net	212.2	168.3
Operating lease right-of-use assets	38.1	38.5
Goodwill	551.9	493.9
Intangible assets, net	64.9	43.2
Other assets	91.9	87.5
Total assets	<u>\$ 1,583.3</u>	<u>\$ 1,589.5</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 58.2	\$ 50.4
Accrued expenses	36.0	27.2
Accrued compensation	50.1	47.3
Accrued interest	0.3	1.5
Billings in excess of costs and earnings on uncompleted contracts	59.2	58.1
Current portion of operating lease liabilities	10.6	10.1
Other current liabilities	12.5	25.7
Current liabilities of discontinued operations	0.9	0.8
Total current liabilities	227.8	221.1
Long-term debt, net of current portion	293.8	296.7
Operating lease liabilities, net of current portion	31.5	32.7
Other long-term liabilities	82.9	76.2
Long-term liabilities of discontinued operations	1.4	2.5
Total liabilities	637.4	629.2
Commitments and contingencies (Note 14)		
Redeemable noncontrolling interest	7.8	15.2
Stockholders' equity:		
Preferred stock, \$0.001 par value, 5,000,000 shares authorized, 0 shares outstanding at June 26, 2022 and December 26, 2021	—	—
Common stock, \$0.001 par value, 195,000,000 shares authorized; 125,627,337 and 123,987,424 shares issued and outstanding at June 26, 2022 and December 26, 2021, respectively	—	—
Additional paid-in capital	1,593.1	1,578.9
Accumulated other comprehensive income	—	0.6
Accumulated deficit	(655.0)	(634.4)
Total stockholders' equity	938.1	945.1
Total liabilities and stockholders' equity	<u>\$ 1,583.3</u>	<u>\$ 1,589.5</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in millions, except per share amounts)
(Unaudited)

	Three Months Ended		Six Months Ended	
	June 26, 2022	June 27, 2021	June 26, 2022	June 27, 2021
Service revenues	\$ 78.8	\$ 58.0	\$ 146.7	\$ 115.3
Product sales	145.4	147.1	273.7	284.0
Total revenues	224.2	205.1	420.4	399.3
Cost of service revenues	56.2	41.3	106.1	83.8
Cost of product sales	110.2	111.8	204.6	212.5
Total costs	166.4	153.1	310.7	296.3
Gross profit	57.8	52.0	109.7	103.0
Selling, general and administrative expenses	44.5	38.2	87.8	76.1
Merger and acquisition expenses	0.1	0.1	0.4	0.3
Research and development expenses	9.2	10.2	18.4	18.2
Restructuring expenses and other	5.9	0.2	6.2	0.2
Operating income (loss)	(1.9)	3.3	(3.1)	8.2
Other expense:				
Interest expense, net	(2.9)	(5.7)	(8.8)	(11.6)
Loss on extinguishment of debt	—	—	(13.0)	—
Other income, net	—	—	0.1	0.2
Total other expense, net	(2.9)	(5.7)	(21.7)	(11.4)
Loss from continuing operations before income taxes	(4.8)	(2.4)	(24.8)	(3.2)
Provision (benefit) for income taxes from continuing operations	0.5	(3.6)	(3.8)	(6.3)
Income (loss) from continuing operations	(5.3)	1.2	(21.0)	3.1
Discontinued operations:				
Loss from discontinued operations before income taxes	—	(0.4)	(0.3)	(0.4)
Income tax benefit	0.9	0.1	1.0	0.1
Income (loss) from discontinued operations	0.9	(0.3)	0.7	(0.3)
Net income (loss)	(4.4)	0.9	(20.3)	2.8
Less: Net income (loss) attributable to noncontrolling interest	0.3	(0.2)	0.3	(0.2)
Net income (loss) attributable to Kratos	\$ (4.7)	\$ 1.1	\$ (20.6)	\$ 3.0
Basic income (loss) per common share attributable to Kratos:				
Income (loss) from continuing operations	\$ (0.04)	\$ 0.01	\$ (0.17)	\$ 0.02
Income (loss) from discontinued operations	—	—	0.01	—
Net income (loss) per common share	\$ (0.04)	\$ 0.01	\$ (0.16)	\$ 0.02
Diluted income (loss) per common share attributable to Kratos:				
Income (loss) from continuing operations	\$ (0.04)	\$ 0.01	\$ (0.17)	\$ 0.02
Income (loss) from discontinued operations	—	—	0.01	—
Net income (loss) per common share	\$ (0.04)	\$ 0.01	\$ (0.16)	\$ 0.02
Weighted average common shares outstanding:				
Basic	126.4	124.7	126.2	124.4
Diluted	126.4	127.7	126.2	127.8

The accompanying notes are an integral part of these condensed consolidated financial statements.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(in millions, except per share amounts)
(Unaudited)

	Three Months Ended		Six Months Ended	
	June 26, 2022	June 27, 2021	June 26, 2022	June 27, 2021
Net income (loss)	\$ (4.4)	\$ 0.9	\$ (20.3)	\$ 2.8
Change in cumulative translation adjustment	(0.6)	0.6	(0.6)	0.8
Comprehensive income (loss)	(5.0)	1.5	(20.9)	3.6
Less: Comprehensive income (loss) attributable to noncontrolling interest	0.3	(0.2)	0.3	(0.2)
Comprehensive income (loss) attributable to Kratos	<u>\$ (5.3)</u>	<u>\$ 1.7</u>	<u>\$ (21.2)</u>	<u>\$ 3.8</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
For the three months ended June 26, 2022 and June 27, 2021
(in millions)
(Unaudited)

	Redeemable Noncontrolling Interest	Common Stock			Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
		Shares	Amounts	Additional Paid- In Capital			
Balance, March 28, 2021	\$ 14.8	123.7	\$ —	\$ 1,557.9	\$ 1.6	\$ (630.5)	\$ 929.0
Stock-based compensation	—	—	—	6.6	—	—	6.6
Restricted stock issued and related taxes	—	0.1	—	(1.4)	—	—	(1.4)
Net income (loss)	(0.2)	—	—	—	—	1.1	1.1
Other comprehensive income, net of tax	—	—	—	—	0.6	—	0.6
Balance, June 27, 2021	\$ 14.6	123.8	\$ —	\$ 1,563.1	\$ 2.2	\$ (629.4)	\$ 935.9

	Redeemable Noncontrolling Interest	Common Stock			Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
		Shares	Amounts	Additional Paid- In Capital			
Balance, March 27, 2022	\$ 15.2	124.8	\$ —	\$ 1,582.0	\$ 0.6	\$ (650.3)	\$ 932.3
Stock-based compensation	—	—	—	6.4	—	—	6.3
Restricted stock issued and related taxes	—	0.3	—	(4.8)	—	—	(4.7)
Issuance of common stock for acquisitions	—	0.3	—	5.0	—	—	5.0
Net income (loss)	0.3	—	—	—	—	(4.7)	(4.7)
Other comprehensive loss, net of tax	—	—	—	—	(0.6)	—	(0.6)
Changes in noncontrolling interest	\$ (7.7)	0.2	\$ —	\$ 4.5	\$ —	\$ —	4.5
Balance, June 26, 2022	\$ 7.8	125.6	\$ —	\$ 1,593.1	\$ —	\$ (655.0)	\$ 938.1

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
For the six months ended June 26, 2022 and June 27, 2021
(in millions)
(Unaudited)

	Redeemable Noncontrolling Interest	Common Stock		Additional Paid- In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
		Shares	Amounts				
Balance, December 27, 2020	\$ 14.8	123.0	\$ —	\$ 1,556.3	\$ 1.4	\$ (632.4)	\$ 925.3
Stock-based compensation	—	—	—	12.8	—	—	12.8
Issuance of common stock for employee stock purchase plan and stock options	—	0.2	—	2.5	—	—	2.5
Restricted stock issued and related taxes	—	0.6	—	(8.5)	—	—	(8.5)
Net income (loss)	(0.2)	—	—	—	—	3.0	3.0
Other comprehensive income, net of tax	—	—	—	—	0.8	—	0.8
Balance, June 27, 2021	\$ 14.6	123.8	\$ —	\$ 1,563.1	\$ 2.2	\$ (629.4)	\$ 935.9
	Redeemable Noncontrolling Interest	Common Stock		Additional Paid- In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
		Shares	Amounts				
Balance, December 26, 2021	\$ 15.2	124.0	\$ —	\$ 1,578.9	\$ 0.6	\$ (634.4)	\$ 945.1
Stock-based compensation	—	—	—	13.3	—	—	13.3
Issuance of common stock for employee stock purchase plan and stock options	—	0.2	—	2.9	—	—	2.9
Restricted stock issued and related taxes	—	0.9	—	(11.5)	—	—	(11.5)
Issuance of common stock for acquisitions	—	0.3	—	5.0	—	—	5.0
Net income (loss)	0.3	—	—	—	—	(20.6)	(20.6)
Other comprehensive loss, net of tax	—	—	—	—	(0.6)	—	(0.6)
Changes in noncontrolling interest	(7.7)	0.2	—	4.5	—	—	4.5
Balance, June 26, 2022	\$ 7.8	125.6	\$ —	\$ 1,593.1	\$ —	\$ (655.0)	\$ 938.1

The accompanying notes are an integral part of these condensed consolidated financial statements.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)
(Unaudited)

	Six Months Ended	
	June 26, 2022	June 27, 2021
Operating activities:		
Net income (loss)	\$ (20.3)	\$ 2.8
Income (loss) from discontinued operations	0.7	(0.3)
Income (loss) from continuing operations	(21.0)	3.1
Adjustments to reconcile income (loss) from continuing operations to net cash provided by (used in) operating activities from continuing operations:		
Depreciation and amortization	13.9	13.3
Deferred income taxes	0.4	(0.9)
Amortization of lease right-of-use assets	5.3	4.5
Stock-based compensation	13.3	12.8
Amortization of deferred financing costs	0.4	0.5
Loss on extinguishment of debt	13.0	—
Recovery of doubtful accounts	—	(0.2)
Litigation related charges	5.5	—
Changes in assets and liabilities, net of acquisitions:		
Accounts receivable	0.3	15.5
Unbilled receivables	(15.3)	(7.9)
Inventoried costs	(25.8)	(6.8)
Prepaid expenses and other assets	(13.2)	(2.2)
Operating lease liabilities	(5.5)	(4.5)
Accounts payable	5.6	5.8
Accrued expenses	7.7	(7.5)
Accrued compensation	(1.3)	(1.8)
Accrued interest	(1.1)	—
Billings in excess of costs and earnings on uncompleted contracts	1.3	9.6
Income tax receivable and payable	(6.2)	(6.1)
Other liabilities	(6.8)	(5.2)
Net cash provided by (used in) operating activities from continuing operations	(29.5)	22.0
Investing activities:		
Cash paid for acquisitions, net of cash acquired	(131.9)	(6.2)
Proceeds from sale of assets	0.1	—
Capital expenditures	(21.9)	(20.5)
Net cash used in investing activities from continuing operations	(153.7)	(26.7)
Financing activities:		
Proceeds from the issuance of long-term debt	200.0	—
Debt issuance costs	(3.2)	—
Credit agreement borrowings	100.0	—
Repayment of debt	(309.8)	—
Payments under finance leases	(0.6)	(0.4)
Payments of employee taxes withheld from share-based awards	(11.5)	(8.5)
Proceeds from shares issued under equity plans	2.9	2.5
Net cash used in financing activities from continuing operations	(22.2)	(6.4)
Net cash used in continuing operations	(205.4)	(11.1)
Net operating cash flows of discontinued operations	(0.4)	(0.8)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(1.2)	(0.3)
Net decrease in cash, cash equivalents and restricted cash	(207.0)	(12.2)
Cash, cash equivalents and restricted cash at beginning of period	349.4	381.5
Cash, cash equivalents and restricted cash at end of period	\$ 142.4	\$ 369.3
Significant non-cash investing and financing activities:		
Financing lease obligation incurred	\$ 9.1	\$ —
Common stock issuance for purchase of noncontrolling interests	\$ 2.7	\$ —
Common stock issuance for acquisition	\$ 5.0	\$ —

The accompanying notes are an integral part of these condensed consolidated financial statements.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

Note 1. Summary of Significant Accounting Policies

All references to the “Company” and “Kratos” refer to Kratos Defense & Security Solutions, Inc., a Delaware corporation, and its subsidiaries.

(a) Basis of Presentation

The information as of June 26, 2022 and for the three and six months ended June 26, 2022 and June 27, 2021 is unaudited. The condensed consolidated balance sheet as of December 26, 2021 was derived from the Company’s audited consolidated financial statements at that date. In the opinion of management, these unaudited condensed consolidated financial statements include all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of the Company’s financial position, results of operations and cash flows for the interim periods presented. The results have been prepared in accordance with the instructions to Form 10-Q and do not necessarily include all information and footnotes necessary for presentation in accordance with accounting principles generally accepted in the U.S. (“GAAP”). These unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and the related notes included in the Company’s audited annual consolidated financial statements for the fiscal year ended December 26, 2021, included in the Company’s Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission (the “SEC”) on February 22, 2022 (the “Form 10-K”). Interim operating results are not necessarily indicative of operating results expected in subsequent periods or for the year as a whole.

(b) Principles of Consolidation

The condensed consolidated financial statements include the accounts of the Company, its 100% owned subsidiaries and its majority owned subsidiary, KTT CORE, Inc., a Delaware corporation formerly known as KTT CORE, LLC (“KTT Core”), which is 90.05% owned by the Company. All inter-company transactions have been eliminated in consolidation. Noncontrolling interest consists of the remaining 9.95% interest in KTT Core. See Note 12 for further information related to the redeemable noncontrolling interest.

(c) Fiscal Year

The Company has a 52/53 week fiscal year ending on the last Sunday of the calendar year. The three month periods ended June 26, 2022 and June 27, 2021 consisted of 13-week periods. The six month periods ended June 26, 2022 and June 27, 2021 consisted of 26-week periods. There are 52 calendar weeks in the fiscal years ending on December 25, 2022 and December 26, 2021.

(d) Accounting Estimates

There have been no significant changes in the Company’s accounting estimates for the six months ended June 26, 2022 as compared to the accounting estimates described in the Annual Report on Form 10-K.

(e) Fair Value of Financial Instruments

The carrying amounts and the related estimated fair values of the Company’s long-term debt financial instruments not measured at fair value on a recurring basis at June 26, 2022 and December 26, 2021 are presented in Note 10. The carrying value of all other financial instruments, including cash equivalents, accounts receivable, unbilled receivables, accounts payable, accrued expenses, billings in excess of cost and earnings on uncompleted contracts, income taxes payable and short-term debt, approximated their estimated fair values at June 26, 2022 and December 26, 2021 due to the short-term nature of these instruments.

Note 2. Acquisitions**CTT Inc.**

On December 10, 2021, the Company acquired CTT Inc. (“CTT”), a company that designs, develops, and manufactures microwave application components and equipment primarily for customers in the defense industry. The purchase price was \$22.0 million in cash. Approximately \$6.3 million of the purchase price was paid on December 10, 2021, with the remaining \$15.2 million of the purchase price paid on December 30, 2021. The operating results of the acquisition have been included in the Company’s results of operations from the effective acquisition date. The amount of net sales and earnings of CTT included in the condensed consolidated statement of operations for the year ended December 26, 2021 are not material. Had the acquisition occurred as of December 28, 2020, net sales, net income from consolidated operations, net income attributable to Kratos, and basic and diluted net income per share attributable to Kratos on a pro forma basis for the year ended December 26, 2021 would not have been materially different than the reported amounts. CTT is included in the Kratos Government Solutions (KGS) segment.

Cosmic Advanced Engineered Solutions, Inc.

On December 27, 2021, Kratos Integral Holdings, LLC entered into a Stock Purchase Agreement to acquire Cosmic Advanced Engineered Solutions, Inc. (“Cosmic”) from the Carol L. Zannmiller Living Trust and the John G. Hutchens Living Trust for \$37.5 million in cash. Cosmic focuses on radio frequency, terrestrial, and space-based communication solutions, including digital signals processing and geolocation analysis. In addition, Cosmic provides overhead persistent infrared for missile defense systems and embedded cyber solutions to U.S. government agencies. On December 27, 2021, the acquisition was completed following the satisfaction of all closing conditions, including receipt of regulatory approval from all required government authorities. The allocation of the total consideration for this acquisition to the tangible and identifiable intangible assets acquired and liabilities assumed is preliminary until the Company obtains final information regarding their fair values. However, the Company does not expect any adjustment to such allocations to be material to the Company’s consolidated financial statements. The operating results of the acquisition have been included in the Company’s results of operations from the effective acquisition date. Cosmic is included in the KGS segment.

The excess of the purchase price over the fair value of the tangible and identifiable intangible assets acquired and liabilities assumed in the acquisition was allocated to goodwill. The goodwill represents the value the Company expects to be created by integrating Cosmic’s existing business with Kratos’ related products and customers.

The transaction has been accounted for using the acquisition method of accounting, which requires, among other things, that the identifiable assets acquired and the liabilities assumed be recognized at their fair values as of the acquisition date. The fair value measurements are based primarily on significant inputs not observable in the marketplace and thus represent Level 3 measurements.

The following table summarizes the allocation of the purchase price over the estimated fair values of the major assets acquired and liabilities assumed (in millions):

Accounts receivable	\$	3.8
Unbilled receivables		4.0
Other current assets		0.1
Property and equipment		1.3
Intangible assets		10.0
Total identifiable net assets acquired		19.2
Total identifiable net liabilities assumed		(9.6)
Goodwill		28.4
Net assets acquired, excluding cash	\$	<u>38.0</u>

Based on the Company’s estimate of fair value, as of December 27, 2021, net liabilities included \$6.7 million of current liabilities. The identifiable intangible assets include trade names of \$1.5 million with a remaining useful life of 5 years, backlog of \$3.0 million with an estimated useful life of 2 years, customer relationships of \$2.5 million with a remaining useful life of 10 years, and developed technology of \$3.0 million with a remaining useful life of 10 years. The Company also established a deferred tax liability of \$2.9 million for the difference between the financial statement basis and tax basis of the

acquired assets of Cosmic and a corresponding increase in goodwill. The goodwill recorded in this transaction is not expected to be tax-deductible.

The amounts of revenue and operating loss of Cosmic included in the Company's condensed consolidated statement of operations were \$15.0 million and \$0.1 million for the three months ended June 26, 2022, and \$27.7 million and \$0.3 million for the six months ended June 26, 2022, respectively.

A summary of the consideration paid for the acquired ownership in Cosmic is as follows (in millions):

Cash paid	\$	39.5
Less: Cash acquired		(1.5)
Total consideration	\$	38.0

Southern Research Engineering Division

On March 9, 2022, the Company executed an Asset Purchase Agreement to acquire the assets of the Engineering Division of Southern Research Institute (SRI), an Alabama non-profit corporation, for a purchase price of approximately \$80.0 million, comprised of \$75.0 million in cash, subject to adjustments for working capital, potential earn-out consideration tied to revenue from certain in-development products, indebtedness and transaction expenses, and \$5.0 million in Kratos common stock. SRI's Engineering Division (SRE) is the market leader in assisting customers in the development, modeling, and deployment of advanced materials for extreme environments, including hypersonic, space, missile, missile defense, strategic deterrence, propulsion systems, and energy applications. SRE also specializes in Intelligence Surveillance and Reconnaissance (ISR) sensor development, electromechanical systems design and integration, aerospace engineering, materials engineering, artificial intelligence and machine learning, directed energy, RF systems design and integration, advanced manufacturing, and computational sciences. The acquisition established Kratos SRE, Inc., a new business within Kratos' Defense and Rocket Support Services Division.

On May 23, 2022, the acquisition was completed following the satisfaction of all closing conditions, including receipt of necessary approval from all required government authorities. The allocation of the total consideration for this acquisition to the tangible and identifiable intangible assets acquired and liabilities assumed is preliminary until the Company obtains final information regarding their fair values. The operating results of the acquisition have been included in the Company's results of operations from the effective acquisition date.

The excess of the purchase price over the fair value of the tangible and identifiable intangible assets acquired and liabilities assumed in the acquisition was allocated to goodwill. The goodwill represents the value the Company expects to be created by integrating SRE's existing business with Kratos' related products and customers.

The transaction has been accounted for using the acquisition method of accounting, which requires, among other things, that the identifiable assets acquired and the liabilities assumed be recognized at their fair values as of the acquisition date. The fair value measurements are based primarily on significant inputs not observable in the marketplace and thus represent Level 3 measurements.

The following table summarizes the preliminary allocation of the purchase price over the estimated fair values of the major assets acquired and liabilities assumed (in millions):

Accounts receivable	\$	3.0
Unbilled receivables		9.6
Inventory		0.5
Other current assets		0.1
Property and equipment		23.0
Other assets		0.2
Intangible assets		15.0
Total identifiable net assets acquired		51.4
Total identifiable net liabilities assumed		(1.1)
Goodwill		29.2
Net assets acquired, excluding cash	\$	<u>79.5</u>

Based on the Company's preliminary estimate of fair value, as of May 23, 2022, net liabilities included \$1.1 million of current liabilities. The identifiable intangible assets include trade names of \$0.7 million with a remaining useful life of 5 years, contracts and backlog of \$6.0 million with an estimated useful life of 2 years, customer relationships of \$1.5 million with a remaining useful life of 10 years, in-process research and development of \$1.5 million that will commence amortization at the completion of the development, and developed technology of \$5.3 million with a remaining useful life of 7 years. The Company also established a deferred tax asset of \$0.2 million for the difference between the financial statement basis and tax basis of the acquired assets of SRE and a corresponding decrease in goodwill. The goodwill recorded in this transaction is expected to be tax-deductible.

The amounts of revenue and operating income of SRE included in the Company's condensed consolidated statement of operations for the three months ended June 26, 2022 were \$4.1 million and \$0.5 million, respectively.

A summary of the consideration paid for the acquired assets is as follows (in millions):

Cash paid	\$	74.5
Common stock issued		5.0
Total consideration	\$	<u>79.5</u>

Note 3. Revenue Recognition

Effective January 1, 2018, the Company adopted the FASB ASU 2014-09, *Revenue from Contracts with Customers*, and the related amendments, which are codified into Accounting Standards Codification ("ASC") 606 ("ASC 606").

To determine revenue recognition for arrangements that the Company determines are within the scope of ASC 606, the Company performs the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in each contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue when (or as) the entity satisfies a performance obligation. Once the contract is identified and determined to be within the scope of ASC 606, the Company assesses the goods or services promised within each contract, determines those that are performance obligations, and assesses whether each promised good or service is distinct. The Company then recognizes as revenue the amount of the transaction price that is allocated to the respective performance obligation when (or as) the performance obligation is satisfied.

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer and is the unit of account in ASC 606. The majority of the Company's contracts have a single performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. For contracts with multiple performance obligations, the Company allocates the contract's transaction price to each performance obligation based on the relative standalone selling price of each distinct good or service in the contract. The primary method used to estimate standalone selling price is the expected-cost-plus-margin approach, under which the Company

forecasts the expected costs of satisfying a performance obligation and then adds an appropriate margin for that distinct good or service.

For the majority of contracts, the Company satisfies the underlying performance obligations over time as the customer obtains control or receives benefits as work is performed on the contract. The Company generally recognizes revenue over time as work is performed on long-term contracts because of the continuous transfer of control to the customer. For U.S. government contracts, this continuous transfer of control to the customer is supported by clauses in the contract that allow the customer to unilaterally terminate the contract for convenience, pay for costs incurred plus a reasonable profit and take control of any work in process. Similarly, for non-U.S. government contracts, the customer typically controls the work in process as evidenced either by contractual termination clauses or by our rights to payment of the transaction price associated with work performed to date on products or services that do not have an alternative use to the Company. As a result, under ASC 606, revenue is recognized over time using the cost-to-cost method (cost incurred relative to total estimated cost at completion).

Remaining Performance Obligations

The Company calculates revenues from remaining performance obligations as the dollar value of the remaining performance obligations on executed contracts. On June 26, 2022, the Company had approximately \$1,050.2 million of remaining performance obligations. The Company expects to recognize approximately 41% of the remaining performance obligations as revenue in fiscal year 2022, an additional 28% in fiscal year 2023, and the balance thereafter.

Contract Estimates

Due to the nature of the work required to be performed on many performance obligations, the estimation of total revenue and cost at completion is complex, subject to many variables, and requires significant judgment. On a quarterly basis, the Company conducts its contract cost Estimate at Completion (“EAC”) process by reviewing the progress and execution of outstanding performance obligations within its contracts. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion and the related program schedule, identified risks and opportunities and the related changes in estimates of revenues and costs. The risks and opportunities include management’s judgment about the ability and cost to achieve the schedule (e.g., the number and type of milestone events), technical requirements (e.g., a newly-developed product versus a mature product) and other contract requirements. Management must make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the availability of materials, the length of time to complete the performance obligation (e.g., to estimate increases in wages and prices for materials and related support cost allocations), execution by subcontractors, the availability and timing of funding from customers and overhead cost rates, among other variables.

In addition, certain of the Company’s long-term contracts contain award fees, incentive fees, or other provisions that can either increase or decrease the transaction price. These variable amounts generally are awarded upon achievement of certain performance metrics, program milestones, or cost targets and can be based upon customer discretion. Variable consideration is estimated at the most likely amount to which the Company is expected to be entitled. Estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of the Company’s anticipated performance and all information (historical, current, and forecasted) that is reasonably available.

Contracts are often modified to account for changes in contract specifications and requirements. Contract modifications are considered to exist when the modification either creates new or changes the existing enforceable rights and obligations. Most of the Company’s contract modifications are for goods or services that are not distinct from the existing contract due to the significant integration service provided in the context of the contract and are accounted for as if they were part of that existing contract. The effect of a contract modification on the transaction price, and the measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis.

As a result of the EAC process, any quarterly adjustments to revenues, cost of sales, and the related impact to operating income are recognized as necessary in the period they become known. These adjustments may result from positive program performance, and may result in an increase in operating income during the performance of individual performance obligations, if it is determined the Company will be successful in mitigating risks surrounding the technical, schedule and cost aspects of those performance obligations or realizing related opportunities. Likewise, these adjustments may result in a decrease in operating income if it is determined the Company will not be successful in mitigating these risks or realizing related opportunities. Changes in estimates of net sales, cost of sales, and the related impact to operating income are recognized

quarterly on a cumulative catch-up basis, which recognizes in the current period the cumulative effect of the changes on current and prior periods. A significant change in one or more of these estimates could affect the profitability of one or more of the Company's contracts. When estimates of total costs to be incurred on a performance obligation exceed total estimates of revenue to be earned, a provision for the entire loss on the performance obligation is recognized in the period the loss is determined. No cumulative catch-up adjustment on any one contract was material to the Company's unaudited condensed consolidated financial statements for the three and six-month periods ended June 26, 2022, and June 27, 2021. Likewise, total cumulative catch-up adjustments were not material for the three and six-month periods ended June 26, 2022, and June 27, 2021.

Contract Assets and Liabilities

For each of the Company's contracts, the timing of revenue recognition, customer billings, and cash collections results in a net contract asset or liability at the end of each reporting period. Fixed-price contracts are typically billed to the customer either using progress payments, whereby amounts are billed monthly as costs are incurred or work is completed, or performance based payments, which are based upon the achievement of specific, measurable events or accomplishments defined and valued at contract inception. Cost-type contracts are typically billed to the customer on a monthly or semi-monthly basis.

Contract assets consist of unbilled receivables, primarily related to long-term contracts where revenue recognized under the cost-to-cost method exceeds amounts billed to customers. Unbilled receivables are classified as current assets and, in accordance with industry practice, include amounts that may be billed and collected beyond one year due to the long-term nature of many of the Company's contracts. Accumulated contract costs in unbilled receivables include direct production costs, factory and engineering overhead, production tooling costs, and, for government contracts, recovery of allowable general and administrative expenses. Unbilled receivables also include certain estimates of variable consideration described above. The Company's contracts that give rise to contract assets are not considered to include a significant financing component as the payment terms are intended to protect the customer in the event the Company does not perform on its obligations under the contract.

Contract liabilities include advance payments and billings in excess of revenue recognized. Certain customers make advance payments prior to the satisfaction of the Company's performance obligations on the contract. These amounts are recorded as contract liabilities until such performance obligations are satisfied, either over time as costs are incurred or at a point in time when deliveries are made. The Company's contracts that give rise to contract liabilities do not include a significant financing component as the underlying advance payments received are generally utilized to pay for contract costs within a one-year period or are used to ensure the customer meets contractual requirements.

Net contract assets and liabilities are as follows (in millions):

	June 26, 2022	December 26, 2021	Net Change
Contract assets	\$ 214.4	\$ 190.8	\$ 23.6
Contract liabilities	\$ 59.2	\$ 58.1	\$ 1.1
Net contract assets	<u>\$ 155.2</u>	<u>\$ 132.7</u>	<u>\$ 22.5</u>

Contract assets increased \$23.6 million during the six months ended June 26, 2022, primarily due to the recognition of revenue related to the satisfaction or partial satisfaction of performance obligations for which the Company has not yet billed the customers. There were no significant impairment losses related to any receivables or contract assets arising from the Company's contracts with customers during the six months ended June 26, 2022. Contract liabilities increased \$1.1 million during the six months ended June 26, 2022, primarily due to payments received in excess of revenue recognized on these performance obligations. For the three and six months ended June 26, 2022, the Company recognized revenue of \$14.8 million and \$36.0 million that was previously included in the contract liabilities that existed at December 26, 2021. For the three and six months ended June 27, 2021 the Company recognized revenue of \$5.9 million and \$22.9 million that was previously included in the contract liabilities that existed at December 27, 2020.

In November 2019, a large training solutions program was terminated for convenience ("T for C") by the customer. Under a T for C, a contractor is entitled to seek specified costs through a termination settlement process including (1) the contract price for completed supplies and services accepted by the government but not previously paid for; (2) the cost incurred in the performance of work terminated plus a reasonable profit on those costs; and (3) its costs incurred in settling with subcontractors and preparing and settling the termination proposal. Under a T for C, the Company would not be able to collect the total withheld amounts until the settlement terms of the T for C have been negotiated and agreed to with the customer. At June 26, 2022, approximately \$4.8 million in unbilled receivables remained outstanding on this project. In March 2022, the Company and the customer agreed to a settlement of \$6.0 million for a portion of the amounts outstanding on this project,

which was collected in July 2022. The remaining unbilled balance of \$4.8 million is subject to negotiation and settlement with the customer.

The Company was also in dispute with an international customer in the Unmanned Systems (US) segment concerning the completion of certain system requirements and certain contractual milestones related to a contract the Company acquired with the acquisition of CEi in 2012. On June 30, 2022, the parties entered into a settlement agreement to resolve their dispute and to settle all claims and counterclaims, and are currently in the process of implementing the terms of the settlement agreement. The Company has recorded a \$5.5 million litigation settlement charge included in restructuring expenses and other in the quarter ended June 26, 2022, with a remaining \$5.6 million carrying value of assets on the balance sheet in inventory as of June 26, 2022 which are expected to be settled by the end of the year.

Disaggregation of Revenue

The following series of tables presents the Company's revenue disaggregated by several categories. For the majority of contracts, revenue is recognized over time as work is performed on the contract. Revenue by contract type was as follows (in millions):

	Three Months Ended		Six Months Ended	
	June 26, 2022	June 27, 2021	June 26, 2022	June 27, 2021
Kratos Government Solutions				
Fixed price	\$ 119.9	\$ 107.1	\$ 221.2	\$ 206.6
Cost plus fee	37.1	28.0	69.4	56.6
Time and materials	10.8	9.7	20.8	19.9
Total Kratos Government Solutions	167.8	144.8	311.4	283.1
Unmanned Systems				
Fixed price	40.7	36.4	72.2	73.6
Cost plus fee	15.3	23.4	35.7	41.3
Time and materials	0.4	0.5	1.1	1.3
Total Unmanned Systems	56.4	60.3	109.0	116.2
Total Revenues	\$ 224.2	\$ 205.1	\$ 420.4	\$ 399.3

Revenue by customer was as follows (in millions):

	Three Months Ended		Six Months Ended	
	June 26, 2022	June 27, 2021	June 26, 2022	June 27, 2021
Kratos Government Solutions				
U.S. Government ⁽¹⁾	\$ 104.2	\$ 91.8	\$ 193.7	\$ 184.4
International ⁽²⁾	36.1	35.8	70.8	67.5
U.S. Commercial and other customers	27.5	17.2	46.9	31.2
Total Kratos Government Solutions	167.8	144.8	311.4	283.1
Unmanned Systems				
U.S. Government ⁽¹⁾	51.9	54.4	102.0	104.0
International ⁽²⁾	3.6	5.5	5.4	11.8
U.S. Commercial and other customers	0.9	0.4	1.6	0.4
Total Unmanned Systems	56.4	60.3	109.0	116.2
Total Revenues	\$ 224.2	\$ 205.1	\$ 420.4	\$ 399.3

⁽¹⁾Sales to the U.S. Government include sales from contracts for which the Company is the prime contractor, as well as those for which the Company is a subcontractor and the ultimate customer is the U.S. Government. Each of the Company's segments derives substantial revenue from the U.S. Government. These sales include foreign military sales contracted through the U.S. Government.

⁽²⁾International sales include sales from contracts for which the Company is the prime contractor, as well as those for which the Company is a subcontractor and the ultimate customer is an international customer. These sales include direct sales with governments outside the U.S. and commercial sales with customers outside the U.S.

Note 4. Discontinued Operations

On February 28, 2018, the Company entered into a Stock Purchase Agreement to sell the operations of Kratos Public Safety & Security Solutions, Inc., a Delaware corporation and wholly owned subsidiary of the Company ("PSS"), to Securitas Electronic Security, Inc., a Delaware corporation ("Buyer"). On June 11, 2018, the Company completed the sale of all of the issued and outstanding capital stock of PSS to Buyer for a purchase price of \$69 million in cash, subject to a closing net working capital adjustment (the "Transaction"). To date, the Company has received approximately \$68.7 million of aggregate net cash proceeds from the Transaction, after taking into account amounts that were paid by the Company pursuant to a negotiated transaction services agreement between the Company and the Buyer, receipt of approximately \$7.3 million in net working capital retained by the Company, and associated transaction fees and expenses, including the impact of the final settlement and determination of the closing net working capital adjustment and litigation which was settled with the Buyer in the fourth quarter of 2021 and first quarter of 2022, respectively.

Note 5. Goodwill and Intangible Assets

(a) Goodwill

The carrying amounts of goodwill as of June 26, 2022 and December 26, 2021 by reportable segment are as follows (in millions):

	As of June 26, 2022		
	KGS	US	Total
Gross value	\$ 677.3	\$ 127.9	\$ 805.2
Less accumulated impairment	239.5	13.8	253.3
Net	\$ 437.8	\$ 114.1	\$ 551.9

	As of December 26, 2021		
	KGS	US	Total
Gross value	\$ 619.3	\$ 127.9	\$ 747.2
Less accumulated impairment	239.5	13.8	253.3
Net	\$ 379.8	\$ 114.1	\$ 493.9

(b) Purchased Intangible Assets

The following table sets forth information for finite-lived and indefinite-lived intangible assets (in millions):

	As of June 26, 2022			As of December 26, 2021		
	Gross Value	Accumulated Amortization	Net Value	Gross Value	Accumulated Amortization	Net Value
Acquired finite-lived intangible assets:						
Customer relationships	\$ 80.5	\$ (58.8)	\$ 21.7	\$ 76.5	\$ (57.6)	\$ 18.9
Contracts and backlog	43.9	(34.4)	9.5	34.9	(33.1)	1.8
Developed technology and technical know-how	39.6	(26.3)	13.3	31.4	(25.8)	5.6
Trade names	5.0	(2.2)	2.8	2.7	(2.0)	0.7
In-process research and development	11.0	(0.3)	10.7	9.5	(0.2)	9.3
Total finite-lived intangible assets	180.0	(122.0)	58.0	155.0	(118.7)	36.3
Indefinite-lived trade names	6.9	—	6.9	6.9	—	6.9
Total intangible assets	\$ 186.9	\$ (122.0)	\$ 64.9	\$ 161.9	\$ (118.7)	\$ 43.2

Consolidated amortization expense related to intangible assets subject to amortization was \$1.6 million and \$1.2 million for the three months ended June 26, 2022 and June 27, 2021, respectively, and \$3.3 million and \$2.6 million for the six months ended June 26, 2022 and June 27, 2021, respectively.

Note 6. Inventoried Costs

Inventoried costs, consisted of the following components (in millions):

	June 26, 2022	December 26, 2021
Raw materials	\$ 68.1	\$ 58.5
Work in process	47.3	28.5
Finished goods	2.8	4.7
Total inventoried costs	\$ 118.2	\$ 91.7

Note 7. Net Income (Loss) per Common Share

The Company calculates net income (loss) per share in accordance with FASB ASC Topic 260, *Earnings per Share (Topic 260)*. Under Topic 260, basic net income (loss) per common share attributable to the Kratos shareholders is calculated by dividing net income (loss) attributable to Kratos by the weighted-average number of common shares outstanding during the reporting period. Diluted net income (loss) per common share reflects the effects of potentially dilutive securities.

Shares from stock options and awards, excluded from the calculation of diluted net loss per share because their inclusion would have been anti-dilutive, were 1.8 million and 1.4 million for the three and six months ended June 26, 2022, respectively.

Note 8. Leases

The Company leases certain facilities, office space, vehicles and equipment. Lease assets and lease liabilities are recognized at the commencement of an arrangement where it is determined at inception that a lease exists. Lease assets

represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease. These assets and liabilities are initially recognized based on the present value of lease payments over the lease term calculated using an incremental borrowing rate generally applicable to the location of the lease asset, unless the implicit rate is readily determinable. Lease assets also include any upfront lease payments made and exclude lease incentives. Lease terms include options to extend or terminate the lease when it is reasonably certain that those options will be exercised. The Company has operating lease arrangements with lease and non-lease components. The non-lease components in these arrangements are not significant when compared to the lease components. For all operating leases, the Company accounts for the lease and non-lease components as a single component.

Variable lease payments are generally expensed as incurred. Leases with an initial term of 12 months or less are not recorded on the balance sheet, and the expense for these short-term leases is recognized on a straight-line basis over the lease term.

The depreciable life of lease assets and leasehold improvements is limited by the expected lease term, unless there is a transfer of title or purchase option reasonably certain of exercise.

The components of lease expense were as follows (in millions):

	Three Months Ended		Six Months Ended	
	June 26, 2022	June 27, 2021	June 26, 2022	June 27, 2021
Amortization of right of use assets - finance leases	\$ 0.6	\$ 0.6	\$ 1.3	\$ 1.1
Interest on lease liabilities - finance leases	0.7	0.7	1.4	1.3
Operating lease cost	3.3	2.8	6.6	5.7
Short-term lease cost	0.2	0.2	0.4	0.4
Variable lease cost (cost excluded from lease payments)	0.1	0.1	0.1	0.1
Sublease income	—	(0.1)	—	(0.1)
Total lease cost	\$ 4.9	\$ 4.3	\$ 9.8	\$ 8.5

The components of leases on the balance sheet were as follows (in millions):

	June 26, 2022	December 26, 2021
Operating leases:		
Operating lease right-of-use assets	\$ 38.1	\$ 38.5
Current portion of operating lease liabilities	\$ 10.6	\$ 10.1
Operating lease liabilities, net of current portion	\$ 31.5	\$ 32.7
Finance leases:		
Property, plant and equipment, net	\$ 46.8	\$ 39.0
Other current liabilities	\$ 1.7	\$ 1.2
Other long-term liabilities	\$ 51.3	\$ 43.2

Cash paid for amounts included in the measurement of lease liabilities was as follows (in millions):

	Three Months Ended		Six Months Ended	
	June 26, 2022	June 27, 2021	June 26, 2022	June 27, 2021
Finance lease - cash paid for interest	\$ 0.7	\$ 0.7	\$ 1.4	\$ 1.3
Finance lease - financing cash flows	\$ 0.3	\$ 0.2	\$ 0.6	\$ 0.4
Operating lease - operating cash flows (fixed payments)	\$ 3.4	\$ 3.0	\$ 6.8	\$ 5.8

Other supplemental noncash information (in millions):

	Three Months Ended		Six Months Ended	
	June 26, 2022	June 27, 2021	June 26, 2022	June 27, 2021
Operating lease liabilities arising from obtaining right-of-use assets	\$ 1.3	\$ 1.7	\$ 5.0	\$ 1.9
Finance lease liabilities arising from obtaining right-of-use assets	\$ 9.1	\$ —	\$ 9.1	\$ —
			June 26, 2022	June 27, 2021
Weighted-average remaining lease term (in years):				
Operating leases			4.32	5.09
Finance leases			15.56	17.22
Weighted-average discount rate:				
Operating leases			6.44 %	6.50 %
Finance leases			6.03 %	6.51 %

The maturity of lease liabilities is (in millions):

	Operating Leases	Finance Leases
2022 ⁽¹⁾	\$ 6.5	\$ 2.7
2023	12.8	4.8
2024	10.1	4.9
2025	8.5	4.9
2026	5.0	5.0
Thereafter	5.4	60.8
Total lease payments	48.3	83.1
Less: imputed interest	(6.2)	(30.1)
Total present value of lease liabilities	\$ 42.1	\$ 53.0

⁽¹⁾ Excludes the six months ended June 26, 2022.

Note 9. Income Taxes

A reconciliation of the total income tax provision (benefit) to the amount computed by applying the statutory federal income tax rate of 21% to income from continuing operations before income taxes for the three and six months ended June 26, 2022 and June 27, 2021 is as follows (in millions):

	For the Three Months Ended		For the Six Months Ended	
	June 26, 2022	June 27, 2021	June 26, 2022	June 27, 2021
Income tax benefit at federal statutory rate	\$ (1.0)	\$ (0.5)	\$ (5.2)	\$ (0.7)
Non deductible expenses and other	1.5	(3.4)	2.5	(3.6)
Stock compensation - excess tax benefits	0.3	(0.2)	(0.6)	(2.6)
Federal impact of research & development tax credits	(0.3)	0.5	(0.5)	0.6
Expense (benefit) for income taxes from continuing operations	\$ 0.5	\$ (3.6)	\$ (3.8)	\$ (6.3)

The Company calculates its interim income tax provision in accordance with ASC Topic 270, "Interim Reporting," and ASC Topic 740, "Accounting for Income Taxes." Historically, the Company calculated the provision for income taxes during the interim reporting periods by applying an estimate of the annual effective tax rate for the full fiscal year to "ordinary" income or loss (pretax income or loss excluding unusual or infrequently occurring discrete items) for the reporting period. The Company determined that since small changes in estimated "ordinary" income would result in significant changes in the

estimated annual effective tax rate, the historical method would not provide a reliable estimate for the six months ended June 26, 2022. Therefore, a discrete effective tax rate method was used to calculate taxes for the six months ended June 26, 2022.

As of December 26, 2021, the Company had \$25.9 million of unrecognized tax benefits that, if recognized, would impact the Company's effective income tax rate. During the six months ended June 26, 2022 unrecognized tax benefits increased by \$0.1 million relating to various current year tax positions.

The Company recognizes interest and penalties related to unrecognized tax benefits in its provision for income taxes. For the six months ended June 26, 2022 and June 27, 2021, the Company recorded an expense for interest and penalties of \$0.2 million and \$0.5 million, respectively. For the six months ended June 26, 2022 and June 27, 2021, there was no material benefit recorded related to the removal of interest and penalties. The Company believes that it is reasonably possible that as much as \$0.5 million of the liabilities for uncertain tax positions will expire within the next twelve months due to the expiration of various applicable statutes of limitations.

Note 10. Debt

(a) New Credit Facility

On February 18, 2022, the Company completed the refinancing of its outstanding \$90 million revolving credit facility and \$300 million 6.5% Senior Secured Notes (the "Senior Secured Notes"), with a new 5-year \$200 million Revolving Credit Facility and 5-year \$200 million Term Loan A (collectively, the "New Credit Facility"). The Company incurred debt issuance costs of \$3.2 million associated with the New Credit Facility. The Company has drawn approximately \$200 million under the Term Loan A and \$100 million on the new Revolving Credit Facility, with \$100 million remaining in borrowing capacity, less approximately \$8.1 million of letters of credit outstanding.

On February 18, 2022, the proceeds of \$300 million from the New Credit Facility, along with cash funded by the Company for the 3.25% call premium to redeem the Company's outstanding Senior Secured Notes, plus accrued interest, was distributed to the trustee for redemption of the Senior Secured Notes. The redemption of the Company's outstanding \$300 million 6.5% Senior Secured Notes due November 2025 closed on March 14, 2022, for an amount of cash equal to 103.25% of the principal amount thereof plus accrued and unpaid interest thereon. The Company incurred a loss on the extinguishment of debt of \$9.8 million related to the call premium on the Senior Secured Notes and the write-off of \$3.2 million of unamortized debt issuance costs, resulting in a total loss on extinguishment of debt of \$13.0 million.

The New Credit Facility is governed by a Credit Agreement (the "Credit Agreement"), which establishes the 5-year senior secured credit facility which is comprised of the \$200 million Revolving Credit Facility (which includes sub-facilities for the incurrence of up to \$10.0 million of swingline loans and the issuance of up to \$50.0 million of Letters of Credit) and the \$200 million Term Loan A. The Credit Agreement contemplates uncommitted incremental credit facilities of up to \$200 million (which amount would be reduced by the aggregate amount of any and all incremental credit facilities actually established under the Credit Agreement) plus additional uncommitted incremental capacity subject to a limitation based on the Company's pro forma total net leverage ratio (including any such additional uncommitted incremental capacity).

Borrowings under the revolving credit facility and the term loan credit facility may take the form of base rate loans or Secured Overnight Financing Rate ("SOFR") loans. Base rate loans under the Credit Agreement will bear interest at a rate per annum equal to the sum of the Applicable Margin (as defined in the Credit Agreement) from time to time in effect plus the highest of (i) the Agent's (as defined in the Credit Agreement) prime lending rate, as in effect at such time, (ii) the Federal Funds Rate (as defined in the Credit Agreement), as in effect at such time, plus 0.50%, (iii) the Adjusted Term SOFR (as defined in the Credit Agreement) for a one-month tenor in effect on such day, plus 1.00% and (iv) 1.00%. SOFR loans will bear interest at a rate per annum equal to the sum of the Applicable Margin from time to time in effect plus the Adjusted Term SOFR for an Interest Period (as defined in the Credit Agreement) selected by the Company of one, three or six months. The Applicable Margin varies between 1.25% and 2.25% per annum for SOFR loans and between 0.25% and 1.25% per annum for base rate loans, and is based on the Company's total net leverage ratio from time to time.

Mandatory amortization on the Term Loan A is 2.5% in each of the first and second years and 5.0% in each of the third, fourth and fifth years, with the remaining outstanding balance due at maturity. The Credit Agreement contains certain covenants, which include, but are not limited to, restrictions on indebtedness, liens, fundamental changes, restricted payments, asset sales, and investments, and places limits on various other payments. The Company was in compliance with the covenants contained in the Credit Agreement as of June 26, 2022.

Term Loan and Revolving Credit Debt

Term loan and revolving credit debt and the current period interest rates are as follows (in millions):

	June 26, 2022
Term Loan A	\$ 200.0
Revolving credit facility	100.0
Total debt	300.0
Less current portion	(5.0)
Total long-term debt, less current portion	295.0
Less long-term unamortized debt issuance costs - term loans	(1.2)
Total long-term debt, net of unamortized debt issuance costs - term loans	\$ 293.8
Unamortized debt issuance costs - revolving credit facility	\$ 1.2
Current period interest rate	3.4 %

Future long-term debt principal payments at June 26, 2022 were as follows (in millions):

2022	\$ 3.7
2023	5.0
2024	8.8
2025	10.0
2026	10.0
2027	262.5
	\$ 300.0

(b) 6.5% Senior Secured Notes due 2025

In November 2017, the Company issued and sold \$300 million aggregate principal amount of 6.5% Senior Secured Notes due 2025, or the Senior Secured Notes, in a private placement conducted pursuant to Rule 144A and Regulation S under the Securities Act of 1933, as amended. The Company incurred debt issuance costs of \$6.6 million associated with the Senior Secured Notes. The Senior Secured Notes were redeemed on March 14, 2022.

(c) Other Indebtedness*Credit and Security Agreement*

On November 20, 2017, the Company entered into an amended and restated credit and security agreement (the "Credit and Security Agreement"), which established a five-year senior secured revolving credit facility in the aggregate principal amount of \$90.0 million consisting of a subline for letters of credit in an amount not to exceed \$50.0 million, as well as a swingline loan in an aggregate principal amount at any time outstanding not to exceed \$10.0 million. The Credit and Security Agreement was replaced by the New Credit Facility on February 18, 2022.

Fair Value of Long-term Debt

Carrying amounts and the related estimated fair values of the Company's Senior Secured Notes not measured at fair value on a recurring basis at December 26, 2021 are presented in the following table:

\$ in millions	As of December 26, 2021		
	Principal	Carrying Amount	Fair Value
Total long-term debt including current portion	\$ 300.0	\$ 296.7	\$ 308.3

The fair value of the Company's Senior Secured Notes was based upon actual trading activity (Level 1, Observable inputs-quoted prices in active markets).

As of December 26, 2021, the difference between the carrying amount of \$296.7 million and the principal amount of \$300.0 million presented in the above table is the unamortized debt issuance costs of \$3.3 million, which were being accreted to interest expense over the term of the related debt. The Senior Secured Notes were redeemed on March 14, 2022.

Note 11. Segment Information

The Company operates in two reportable segments. The KGS reportable segment is comprised of an aggregation of KGS operating business units, including the Company's microwave electronic products, space and satellite communications, training and cybersecurity, C5ISR/modular systems, turbine technologies and defense and rocket support services operating segments. The US reportable segment consists of the Company's unmanned aerial, unmanned ground, unmanned seaborne and command, control and communications system business. The KGS and US segments provide products, solutions and services for mission critical national security programs. KGS and US customers primarily include national security related agencies, the U.S. Department of Defense (the "DoD"), intelligence agencies and classified agencies, and to a lesser degree, international government agencies and domestic and international commercial customers.

The Company organizes its reportable segments based on the nature of the products, solutions and services offered. Transactions between segments are generally negotiated and accounted for under terms and conditions similar to other government and commercial contracts. In the following table, total operating income from continuing operations of the reportable business segments is reconciled to the corresponding consolidated amount. The reconciling item *Corporate activities* includes costs for certain stock-based compensation programs (including stock-based compensation costs for stock options, employee stock purchase plan and restricted stock units), the effects of items not considered part of management's evaluation of segment operating performance, merger and acquisition expenses, corporate costs not allocated to the segments, and other miscellaneous corporate activities.

Revenues, depreciation and amortization, and operating income generated by the Company's reportable segments for the three and six month periods ended June 26, 2022 and June 27, 2021 are as follows (in millions):

	Three Months Ended		Six Months Ended	
	June 26, 2022	June 27, 2021	June 26, 2022	June 27, 2021
Revenues:				
Kratos Government Solutions				
Service revenues	\$ 77.2	\$ 56.7	\$ 144.0	\$ 112.8
Product sales	90.6	88.1	167.4	170.3
Total Kratos Government Solutions	167.8	144.8	311.4	283.1
Unmanned Systems				
Service revenues	1.6	1.3	2.7	2.5
Product sales	54.8	59.0	106.3	113.7
Total Unmanned Systems	56.4	60.3	109.0	116.2
Total revenues	\$ 224.2	\$ 205.1	\$ 420.4	\$ 399.3
Depreciation and amortization:				
Kratos Government Solutions	\$ 5.0	\$ 4.5	\$ 10.1	\$ 8.9
Unmanned Systems	1.9	2.5	3.8	4.4
Total depreciation and amortization	\$ 6.9	\$ 7.0	\$ 13.9	\$ 13.3
Operating income (loss) from continuing operations:				
Kratos Government Solutions	\$ 9.5	\$ 5.9	\$ 15.1	\$ 13.0
Unmanned Systems	(5.0)	4.1	(4.5)	8.3
Corporate activities	(6.4)	(6.7)	(13.7)	(13.1)
Total operating income (loss) from continuing operations	\$ (1.9)	\$ 3.3	\$ (3.1)	\$ 8.2

The Unmanned Systems Operating income (loss) for the three and six months ended June 26, 2022 includes a \$5.5 million litigation settlement charge related to the resolution of a dispute with an international customer, for which the contractual arrangement was entered into in March 2011, prior to Kratos' acquisition of Composite Engineering Inc. ("CEI").

Note 12. Redeemable Noncontrolling Interest

On February 27, 2019, the Company acquired 80.1% of the issued and outstanding shares of capital stock of Florida Turbine Technologies Inc., a Florida corporation (“FTT Inc.”), and 80.1% of the membership interests in KTT Core, a Delaware limited liability company, for an aggregate purchase price of approximately \$60 million. On February 18, 2022, the capital stock of FTT Inc. was conveyed to KTT Core for organizational purposes such that FTT Inc is now a wholly owned subsidiary of KTT Core. In connection with the Company’s acquisition of FTT Inc. and KTT Core, (i) beginning in January 2024, the holders (the “Holders”) of the minority interests in KTT Core (the “Minority Interests”) will have an annual right (the “Put Right”) to sell all of the Minority Interests to the Company at a purchase price based on a specified multiple of the trailing 12 months EBITDA of KTT Core and its subsidiaries (the “Acquired Companies”), subject to adjustment as set forth in the Exchange Agreement entered into by and among the Company, the Acquired Companies and the Holders, as amended on February 18, 2022 (the “Exchange Agreement”) (provided, however, that following certain events, including a change of control, the Put Right will be accelerated and the Minority Interest Purchase Price (as defined in the Exchange Agreement) will be a specified increased multiple of the trailing 12 months EBITDA of the Acquired Companies); and (ii) beginning in January 2025, the Company will have an annual right to purchase all of the Minority Interests from the Holders at the Minority Interest Purchase Price.

On June 13, 2022, the Company entered into an Equity Purchase Agreement (the “Equity Purchase Agreement”) to acquire an additional 9.95% (the “Purchased Shares”) of the issued and outstanding shares of capital stock of KTT Core (together with its wholly-owned subsidiaries including FTT, Inc.), a majority owned subsidiary of the Company, for an aggregate estimated purchase price of approximately \$6.4 million, to be paid in shares of Kratos common stock. Pursuant to the Equity Purchase Agreement, the Company paid \$2.7 million paid in 190,258 shares of its common stock, based upon the Kratos trading price on the date of distribution, representing half of the aggregate estimated purchase price to be paid by the Company for the Purchased Shares. Following the closing of the transactions contemplated by the Equity Purchase Agreement, the Company owned 90.05% of KTT Core. The unpaid portion of the aggregate estimated purchase price for the Purchased Shares is expected to be paid in shares of Kratos common stock in March 2023, subject to certain adjustments.

The Put Right and annual purchase right of the Holders and the Company, respectively, remain available under the Exchange Agreement as to the remaining 9.95% minority interest in KTT Core.

The Company adjusts the carrying value of such redeemable noncontrolling interest based on an allocation of subsidiary earnings based on ownership interest. Redeemable noncontrolling interest is recorded outside of permanent equity at the higher of its carrying value or management’s estimate of the amount (the “Redemption Amount”) that the Company could be required to pay in connection with the Put Right. Adjustments to the Redemption Amount will have a corresponding effect on net income per share attributable to Kratos shareholders. As a result of the Company’s acquisition of an additional 9.95% of the issued and outstanding shares of capital stock of KTT Core, the carrying value of the redeemable noncontrolling interest was adjusted. As of June 26, 2022, no additional adjustment of the carrying value of the remaining redeemable noncontrolling interest was required.

Note 13. Significant Customers

Revenue from the U.S. Government, which includes foreign military sales contracted through the U.S. Government, includes revenue from contracts for which the Company is the prime contractor as well as those for which the Company is a subcontractor and the ultimate customer is the U.S. Government. The KGS and US segments have substantial revenue from the U.S. Government. Sales to the U.S. Government amounted to approximately \$156.1 million and \$146.2 million, or 70% and 71% of total Kratos revenue, for the three months ended June 26, 2022 and June 27, 2021, respectively, and \$295.7 million and \$288.4 million, or 70% and 72% of total Kratos revenue, for the six months ended June 26, 2022 and June 27, 2021, respectively.

Note 14. Commitments and Contingencies

In addition to commitments and obligations in the ordinary course of business, the Company is subject to various claims, pending and potential legal actions for damages, investigations relating to governmental laws and regulations and other matters arising out of the normal conduct of the Company’s business. The Company assesses contingencies to determine the degree of probability and range of possible loss for potential accrual in its unaudited condensed consolidated financial statements. An estimated loss contingency is accrued in the unaudited condensed consolidated financial statements if it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Because litigation is inherently unpredictable and unfavorable resolutions could occur, assessing litigation contingencies is highly subjective and requires judgments about future events. When evaluating contingencies, the Company may be unable to provide a meaningful estimate due to a number of factors, including but not limited to the procedural status of the matter in question, the presence of complex or novel legal theories, and the ongoing discovery and development of information important to the matters. In

addition, damage amounts claimed in litigation against it may be unsupported, exaggerated or unrelated to possible outcomes and, as such, are not meaningful indicators of its potential liability. The Company regularly reviews contingencies to determine the adequacy of its accruals and related disclosures. The amount of ultimate loss may differ from these estimates. It is possible that cash flows or results of operations could be materially affected in any particular period by the unfavorable resolution of one or more of these contingencies. Whether any losses finally determined in any claim, action, investigation or proceeding could reasonably have a material effect on the Company's business, financial condition, results of operations or cash flows will depend on a number of variables, including the timing and amount of such losses; the structure and type of any remedies; the monetary significance any such losses, damages or remedies may have on the condensed consolidated financial statements; and the unique facts and circumstances of the particular matter that may give rise to additional factors.

Legal and Regulatory Matters

U.S. Government Cost Claims

The Company's contracts with the DoD are subject to audit by the Defense Contract Audit Agency ("DCAA"). As a result of these audits, from time to time the Company is advised of claims concerning potential disallowed, overstated or disputed costs. For example, during the course of recent audits of the Company's contracts, the DCAA is closely examining and questioning certain of the established and disclosed practices that it had previously audited and accepted. The Company's personnel regularly scrutinizes costs incurred and allocated to contracts with the U.S. Government for compliance with regulatory standards. For those Company subsidiaries and fiscal years which have not yet been audited by the DCAA or for those audits which are in process which have not been completed by the DCAA, the Company cannot reasonably estimate the range of loss, if any, that may result from audits and reviews in which it is currently involved given the inherent difficulty in predicting regulatory action, fines and penalties, if any, and the various remedies and levels of judicial review available to the Company in the event of an adverse finding. As a result, the Company has not recorded any liability related to these matters.

Other Litigation Matters

The Company is subject to normal and routine litigation arising from the ordinary course and conduct of business and, at times, as a result of mergers, acquisitions and dispositions. Such disputes include, for example, commercial, employment, intellectual property, environmental, and securities matters. The aggregate amounts accrued related to these matters are not material to the total liabilities of the Company. The Company intends to defend itself in any such matters and does not currently believe that the outcome of any such matters will have a material adverse impact on the Company's financial condition, results of operations or cash flows.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

This Quarterly Report on Form 10-Q (this “Quarterly Report”) contains “forward-looking statements” relating to our future financial performance, the market for our services and our expansion plans and opportunities. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential,” or “continue,” the negative of such terms or other comparable terminology. These forward-looking statements reflect our current beliefs, expectations and projections, are based on assumptions, and are subject to known and unknown risks and uncertainties that could cause our actual results or achievements to differ materially from any future results or achievements expressed in or implied by our forward-looking statements. Many of these factors are beyond our ability to control or predict. As a result, you should not place undue reliance on forward-looking statements. Important risks and uncertainties that could cause our actual results or achievements to differ materially from the results or achievements reflected in our forward-looking statements include, but are not limited to: changes or cutbacks in spending or the appropriation of funding by the Federal Government, including the DoD, which could cause delays, cancellations or reductions of key government contracts; bid protests; changes in the scope or timing of our projects; the timing, rescheduling or cancellation of significant customer contracts and agreements; failure by our subcontractors or suppliers to perform their contractual obligations; our failure to meet performance obligations; if the unmanned systems markets do not experience significant growth, or if the products we have developed or will develop do not become programs of record; if we cannot expand our customer base or if our products do not achieve broad acceptance which could impact our ability to achieve our anticipated level of growth; consolidation by or the loss of key customers; risks of adverse regulatory action or litigation; risks associated with debt leverage; failure to successfully achieve our acquisition, integration, cost reduction or divestiture strategies; risks related to security breaches, cybersecurity attacks or other significant disruptions of our information systems; risks related to the new DoD CMMC requirement recently issued by the Pentagon; risks associated with pandemics, epidemics or other public health emergencies, such as the outbreak of coronavirus disease 2019 (“COVID-19”); risks related to unknown defects or errors in our products; and competition in the marketplace, which could reduce revenues and profit margins, as well as the additional risks and uncertainties described in this Quarterly Report on Form 10-Q, in “Item 1A-Risk Factors” of our Annual Report on Form 10-K for the fiscal year ended December 26, 2021 filed with the U.S. Securities and Exchange Commission (the “SEC”) on February 22, 2022 (the “Form 10-K”), and in other reports that we have filed with the SEC. These forward-looking statements reflect our views and assumptions only as of the date such forward-looking statements are made. Except as required by law, we assume no responsibility for updating any forward-looking statements, whether as a result of new information, future events or otherwise.

All references to “us,” “we,” “our,” the “Company” and “Kratos” refer to Kratos Defense & Security Solutions, Inc., a Delaware corporation, and its subsidiaries.

Overview

Kratos is a government contractor at the forefront of the DoD’s recapitalization of strategic weapon systems to address peer and near peer threats and the DoD’s related Rapid Innovation Initiatives. Kratos is a leading technology, intellectual property, proprietary product and system company focused on the U.S. and its allies’ national security. Kratos is a recognized industry leader in the rapid development, demonstration and fielding of disruptive, transformative and high technology systems and products at an affordable cost. At Kratos, affordability is a technology. Kratos’ primary focus areas are unmanned systems, space and satellite communications, microwave electronics, cybersecurity/warfare, rocket, hypersonic and missile defense systems, turbine technologies, and Command, Control, Communication, Computing, Combat, Intelligence Surveillance and Reconnaissance (“C5ISR”) Systems and training systems. We believe that our technology, intellectual property, proprietary products and designed-in positions on our customers’ programs, platforms and systems, and our ability to rapidly develop, demonstrate and field affordable leading technology systems gives us a competitive advantage and creates a high barrier to entry into our markets. Our workforce is primarily engineering and technically oriented with a significant number of employees holding national security clearances. Much of our work is performed at customer locations, or in a secure manufacturing facility. Our primary end customers are national security related agencies. Our entire organization is focused on executing our strategy of being the leading technology and intellectual property based product and system company in our industry.

Industry Update

On March 15, 2022, President Biden signed into law the Fiscal Year 2022 National Security Budget of \$782 billion, a 5.6% increase over the previous year. On March 28, 2022, the Biden administration submitted to Congress a proposed fiscal year 2023 Budget Request of \$813.3 Billion for National Security (the “Budget Request”), \$773 million of which is for the Department of Defense, a 4% increase above the FY 2022 enacted amount. On May 21, 2022, the President signed the Additional Ukraine Supplemental Appropriations Act, 2022, providing an additional \$40 billion to support Ukraine. This included \$6 billion in security assistance, \$9 billion to replenish U.S. stocks, and \$4 billion for foreign military financing.

The budget environment, including COVID-19 and Ukraine funding support, and uncertainty surrounding the debt ceiling and the appropriations process, remain significant short and long-term risks. Considerable uncertainty exists regarding how future budget and program decisions will unfold, including the defense spending priorities of the Biden administration and Congress.

We believe continued budget pressures, Continuing Resolution Authorizations (“CRAs”), Federal Government debt ceiling issues, or Federal Government shutdowns would have serious negative consequences for the security of our country, the defense industrial base, including the Company and the customers, employees, suppliers, investors, and communities that rely on companies in the defense industrial base. It is likely budget and program decisions made in such an uncertain environment would have long-term implications for our Company and the entire defense industry.

Additionally, funding for certain programs in which we currently participate may be reduced, delayed or cancelled, and budget uncertainty or funding cuts globally could adversely affect the viability of our partners, teammates, subcontractors and suppliers, and our employee base. While we believe that our business is well-positioned in areas that the DoD and other customers indicate are priorities for future defense spending, including in the Budget Request, the short and long-term impact of federal budgetary uncertainty, CRAs, the Budget Control Act of 2011 or similar budgetary restrictions or limitations, other defense spending cuts, including the budget impacts of COVID-19 and the conflict in Ukraine, challenges in the appropriations process, the debt ceiling and the ongoing fiscal debates remain uncertain. Such a challenging federal and DoD budgetary environment may negatively impact our business and programs and could have a material adverse effect on our forecasts, estimates, financial position, results of operations and/or cash flows.

The nature of our operations exposes us to risks associated with pandemics, epidemics or other public health emergencies, including the COVID-19 pandemic. We are a company operating in a “critical infrastructure industry”, as defined by the U.S. Department of Homeland Security. Consistent with federal guidelines and with state and local orders to date, we have continued to operate, including our international operations. Notwithstanding our continued operations, COVID-19 has had and is currently expected to continue to have negative impacts on certain of our operations, workforce, supply chain, vendors, transportation networks and customers, which have reduced certain of our sales and our margins, including as a result of preventative and precautionary measures that we, our suppliers, other businesses and governments are taking. The COVID-19 outbreak is a widespread public health crisis that is adversely affecting the economies and financial markets globally. Any resulting economic downturn could adversely affect demand for our products. The progression of COVID-19 could also negatively impact our business or results of operations through the temporary closure of our operating locations or those of our customers or suppliers.

The ability of our employees, our suppliers’ and our customers’ employees to work may be significantly impacted by individuals contracting or being exposed to COVID-19, or as a result of the control measures noted above, which may significantly hamper our production and operations, including throughout the supply chain. On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act, a \$2 trillion economic relief bill, was signed into law. Subsequently, on March 11, 2021, the American Rescue Plan Act, a \$1.9 trillion economic stimulus bill was enacted.

COVID-19 continues to impact our business in 2022, primarily driven by the emergence of the Omicron variant in late 2021 with a resulting increase in COVID-19 cases in early 2022. COVID-19 has continued to impact our customers, markets and operations, including supply chain disruptions, delays of certain supplier deliveries, difficulties gaining access to certain locations, difficulties gaining access to customers, including instances related to previously scheduled drone and rocket system flights, demonstrations and exercises, and decreased demand requirements of certain of our commercial aero, power and satcom customers. Additionally, customer and contractor-related travel and social distancing restrictions have delayed a number of our target drone, tactical drone and rocket system programs, missions and exercises, and has delayed delivery and execution on certain of our international commercial satcom projects. Despite progress in vaccination efforts, global economic activity remains uncertain and cannot be predicted with confidence. Public health officials and medical professionals have warned that COVID-19 cases may continue to spike due to the Delta, Omicron and other variants. The extent to which COVID-19 may further impact our business depends on future developments, which are highly uncertain and unpredictable, including new information concerning the severity of the outbreak and the effectiveness of actions globally to contain or mitigate its effects.

While we currently do not expect COVID-19 to have a material impact on our results of operations, cash flows and financial position, the current level of uncertainty over the economic, business and operational impacts of COVID-19, including the impact on employee absenteeism, vendor and supply chain and other resources, means the related financial impact cannot be reasonably estimated at this time. Our Condensed Consolidated Financial Statements and Management’s Discussion and Analysis of Financial Condition and Results of Operations reflect estimates and assumptions made by management as of June 26, 2022. Events and changes in circumstances arising after June 26, 2022, including those resulting from the continuing impacts of COVID-19, will be reflected in management’s estimates for future periods.

In addition to the challenges that COVID-19 is presenting to the industry and Kratos, significant adverse supply chain disruptions continue throughout the industry and for the Company, including delays in the receipt and delivery of materials,

parts, supplies, etc. which in certain instances and for certain items is significant. In addition, inflation and the related costs of inputs needed to execute the business, including materials, parts, supplies, consultants, subcontractors, vendors, etc. are significantly impacting the costs for Kratos to do business and are significantly adversely impacting our operations, profit margins and financial forecasts. Also, the cost of labor and for the Company's employees and labor base have also increased significantly, and the ability to hire, obtain and retain employees, is also extremely challenging and is adversely impacting Kratos ability to execute its business. There is also a significant industry wide labor shortage, including in the science, technology, engineering, and math discipline areas, and for employees willing and/or able to obtain National Security clearances. Each of these matters and issues are expected to remain for the foreseeable future and to adversely impact the Company's operations, financial results and financial forecasts.

Reportable Segments

The Company currently operates in two reportable segments. The KGS reportable segment is comprised of an aggregation of KGS operating segments, including our microwave electronic products, space and satellite communications, training and cybersecurity, C5ISR/modular systems, turbine technologies, and defense and rocket support services operating segments. The US reportable segment consists of our unmanned aerial, unmanned ground, unmanned seaborne and command, control and communications system businesses.

We organize our business segments based primarily on the nature of the products, solutions and services offered. Transactions between segments are negotiated and accounted for under terms and conditions similar to other government and commercial contracts, and these intercompany transactions are eliminated in consolidation. For additional information regarding our reportable segments, see Note 11 of the accompanying Condensed Consolidated Financial Statements. From a customer and solutions perspective, we view our business as an integrated whole, leveraging skills and assets wherever possible.

Comparison of Results for the Three Months Ended June 26, 2022 to the Three Months Ended June 27, 2021

Revenues. Revenues by operating segment for the three months ended June 26, 2022 and June 27, 2021 are as follows (dollars in millions):

	June 26, 2022	June 27, 2021	\$ change	% change
Kratos Government Solutions				
Service revenues	\$ 77.2	\$ 56.7	\$ 20.5	36.2 %
Product sales	90.6	88.1	2.5	2.8 %
Total Kratos Government Solutions	167.8	144.8	23.0	15.9 %
Unmanned Systems				
Service revenues	\$ 1.6	\$ 1.3	\$ 0.3	23.1 %
Product sales	54.8	59.0	(4.2)	(7.1)%
Total Unmanned Systems	56.4	60.3	(3.9)	(6.5)%
Total revenues	\$ 224.2	\$ 205.1	\$ 19.1	9.3 %
Total service revenues	\$ 78.8	\$ 58.0	\$ 20.8	35.9 %
Total product sales	145.4	147.1	(1.7)	(1.2)%
Total revenues	\$ 224.2	\$ 205.1	\$ 19.1	9.3 %

Revenues increased \$19.1 million to \$224.2 million for the three months ended June 26, 2022 from \$205.1 million for the three months ended June 27, 2021. Revenues in our KGS segment increased \$23.0 million primarily due to the contribution of \$21.5 million in revenues from the recent acquisitions of Cosmic, CTT and SRE, and an increase of \$6.0 million in our space, satellite and cyber businesses and increases of \$6.2 million in our C5ISR, defense rocket support and turbine engine businesses, offset partially by a reduction of \$8.6 million in our training solutions business and \$2.1 million in our microwave products business due primarily to supply chain disruptions. Revenues in our US segment decreased \$3.9 million to \$56.4 million for the three months ended June 26, 2022, primarily due to a reduction in tactical drone programs as a result of timing of program contract awards as compared to the three months ended June 27, 2021.

Product sales decreased \$1.7 million to \$145.4 million for the three months ended June 26, 2022 from \$147.1 million for the three months ended June 27, 2021, primarily as a result of decreased production in our US segment, offset partially by increases in our KGS segment. As a percentage of total revenue, product sales were 64.9% for the three months ended June 26,

2022 as compared to 71.7% for the three months ended June 27, 2021. Service revenues increased by \$20.8 million to \$78.8 million for the three months ended June 26, 2022 from \$58.0 million for the three months ended June 27, 2021, primarily as a result of the recent Cosmic and SRE acquisitions.

Cost of Revenues. Cost of revenues increased \$13.3 million to \$166.4 million for the three months ended June 26, 2022 from \$153.1 million for the three months ended June 27, 2021. The increase in cost of revenues was primarily a result of the increase in revenues.

Gross Margin. Gross margin increased to 25.8% for the three months ended June 26, 2022 from 25.4% for the three months ended June 27, 2021. Margins on services decreased to 28.7% for the three months ended June 26, 2022 from 28.8% for the three months ended June 27, 2021. Margins on products increased to 24.2% for the three months ended June 26, 2022 from 24.0% for the three months ended June 27, 2021. Margins in the KGS segment increased to 27.8% for the three months ended June 26, 2022 from 27.2% for the three months ended June 27, 2021, primarily due to a more favorable mix of revenues. Margins in the US segment decreased to 19.7% for the three months ended June 26, 2022 from 20.9% for the three months ended June 27, 2021, primarily due to a less favorable mix of products produced and shipped in the three months ended June 26, 2022.

Selling, General and Administrative (“SG&A”) Expenses. SG&A expense increased \$6.3 million to \$44.5 million for the three months ended June 26, 2022 from \$38.2 million for the three months ended June 27, 2021. As a percentage of revenues, SG&A increased to 19.8% at June 26, 2022 from 18.6% at June 27, 2021. Included in SG&A was the impact of the recent CTT, Cosmic and SRE acquisitions and an increase of \$0.9 million in the US segment related to increased headcount.

Research and Development (“R&D”) Expenses. R&D expenses decreased \$1.0 million to \$9.2 million for the three months ended June 26, 2022 from \$10.2 million for the three months ended June 27, 2021, primarily due to increased development efforts in our Unmanned Systems business of \$1.3 million offset by decreases in our KGS segment. As a percentage of revenues, R&D decreased to 4.1% for the three months ended June 26, 2022 from 5.0% for the three months ended June 27, 2021. R&D expenses are made by the Company, typically in conjunction with our customers, for the Company to achieve a “first to market” position with our products or technology. We also invest in R&D expenses to achieve market leading “designed in” positions on major programs, platforms or systems.

Restructuring Expenses and Other. Restructuring expenses and other increased to \$5.9 million from \$0.2 million for the three months ended June 26, 2022 and June 27, 2021, respectively, primarily as a result of a \$5.5 million litigation settlement charge related to the resolution of a dispute with an international customer in our US segment.

Total Other Expense, Net. Total other expense, net decreased to \$2.9 million from \$5.7 million for the three months ended June 26, 2022 and June 27, 2021, respectively. The decrease in expense of \$2.8 million was primarily related to a reduction in interest expense as a result of our debt refinancing in February of 2022.

Provision (Benefit) for Income Taxes from Continuing Operations. The income tax expense from continuing operations for the three months ended June 26, 2022 was \$0.5 million and the income tax benefit from continuing operations for the three months ended June 27, 2021 was \$3.6 million. For the three months ended June 26, 2022, the Company has utilized the discrete effective tax rate method. The discrete method is applied when it is not possible to reliably estimate our full year effective tax rate due to significant permanent differences in relation to pre-tax book income, resulting in significant variability to our effective tax rate. For the three months ended June 27, 2021, the income tax expense was a function of the estimated effective tax rate for the year. The estimated effective tax rate is driven by estimated foreign taxes, estimated federal and state taxes, permanent book/tax differences, and the projected income or loss for the year.

Income (Loss) from Discontinued Operations. The income from discontinued operations was \$0.9 million for the three months ended June 26, 2022, and includes a \$0.9 million gain as a result of the release of an indemnification liability following the lapse of the statute of limitations associated with a potential tax liability that was recorded in 2019 as part of the sale of PSS. The loss from discontinued operations was \$0.3 million for the three months ended June 27, 2021.

Comparison of Results for the Six Months Ended June 26, 2022 to the Six Months Ended June 27, 2021

Revenues. Revenues by operating segment for the six months ended June 26, 2022 and June 27, 2021 are as follows (dollars in millions):

	June 26, 2022	June 27, 2021	\$ change	% change
Kratos Government Solutions				
Service revenues	\$ 144.0	\$ 112.8	\$ 31.2	27.7 %
Product sales	167.4	170.3	(2.9)	(1.7)%
Total Kratos Government Solutions	311.4	283.1	28.3	10.0 %
Unmanned Systems				
Service revenues	\$ 2.7	2.5	0.2	8.0 %
Product sales	106.3	113.7	(7.4)	(6.5)%
Total Unmanned Systems	109.0	116.2	(7.2)	(6.2)%
Total revenues	\$ 420.4	\$ 399.3	\$ 21.1	5.3 %
Total service revenues	\$ 146.7	\$ 115.3	\$ 31.4	27.2 %
Total product sales	273.7	284.0	(10.3)	(3.6)%
Total revenues	\$ 420.4	\$ 399.3	\$ 21.1	5.3 %

Revenues increased \$21.1 million to \$420.4 million for the six months ended June 26, 2022 from \$399.3 million for the six months ended June 27, 2021. Revenues in our KGS segment increased \$28.3 million, primarily due to the contribution of \$36.2 million in revenues from the recent Cosmic, CTT and SRE acquisitions, increased revenues in our space and satellite business of \$7.3 million, increases in our rocket support and turbine technologies businesses of \$3.8 million, partially offset by an \$15.8 million reduction in our training solutions business and a \$3.1 million reduction in our microwave products and C5ISR businesses, resulting primarily from supply chain disruptions. Revenues in our US segment decreased \$7.2 million to \$109.0 million for the six months ended June 26, 2022 primarily due to a reduction in tactical drone based revenues, including as a result of timing of program contract awards, as compared to the six months ended June 27, 2021.

Product sales decreased \$10.3 million to \$273.7 million for the six months ended June 26, 2022 from \$284.0 million for the six months ended June 27, 2021, primarily as a result of decreased production activity in our US segment and reductions in our training product solutions business. As a percentage of total revenue, product sales were 65.1% for the six months ended June 26, 2022 as compared to 71.1% for the six months ended June 27, 2021. Service revenues increased by \$31.4 million to \$146.7 million for the six months ended June 26, 2022 from \$115.3 million for the six months ended June 27, 2021. The increase was primarily a result of the recent Cosmic and SRE acquisitions.

Cost of Revenues. Cost of revenues increased \$14.4 million to \$310.7 million for the six months ended June 26, 2022 from \$296.3 million for the six months ended June 27, 2021. The increase in cost of revenues was primarily a result of the increase in revenues discussed above.

Gross margin increased to 26.1% for the six months ended June 26, 2022 from 25.8% for the six months ended June 27, 2021. Margins on services increased to 27.7% for the six months ended June 26, 2022 from 27.3% for the six months ended June 27, 2021. Margins on product sales remained the same at 25.2% for the six months ended June 26, 2022 and June 27, 2021. Margins in the KGS segment increased to 28.2% for the six months ended June 26, 2022 from 27.7% for the six months ended June 27, 2021. Margins in the US segment decreased to 20.1% for the six months ended June 26, 2022, from 21.2% for the six months ended June 27, 2021, primarily due to a less favorable mix of products produced and shipped during the six months ended June 26, 2022.

SG&A Expenses. SG&A expenses were \$87.8 million for the six months ended June 26, 2022 and \$76.1 million for the six months ended June 27, 2021. As a percentage of revenues, SG&A increased to 20.9% at June 26, 2022, from 19.1% at June 27, 2021. Included in SG&A, was an increase of \$0.5 million of stock compensation expense from \$12.8 million for the six months ended June 27, 2021 to \$13.3 million for the six months ended June 26, 2022 as well as increased SG&A expenses related to the recent acquisitions of CTT, Cosmic and SRE.

R&D Expenses. R&D expenses were \$18.4 million for the six months ended June 26, 2022 and \$18.2 million for the six months ended June 27, 2021, with the primary increases in expenses in our US segment. As a percentage of revenues, R&D decreased to 4.4% for the six months ended June 26, 2022 from 4.6% for the six months ended June 27, 2021.

Restructuring Expenses and Other. Restructuring expenses and other increased to \$6.2 million for the six months ended June 26, 2022 from \$0.2 million for the six months ended June 27, 2021, primarily as a result of the \$5.5 million litigation charge related to the settlement of a dispute with an international customer in our US segment.

Total Other Expense, Net. Total other expense, net, increased to \$21.7 million from \$11.4 million for the six months ended June 26, 2022 and June 27, 2021, respectively. The increase in expense of \$10.3 million was primarily related to the \$13.0 million loss on the extinguishment of our Senior Secured Notes which was partially offset by a reduction in interest expense of \$3.0 million as a result of the reduced rate on our new debt.

Benefit for Income Taxes from Continuing Operations. The income tax benefit from continuing operations for the six months ended June 26, 2022 and June 27, 2021 was \$3.8 million and \$6.3 million, respectively. For the six months ended June 26, 2022, the Company has utilized the discrete effective tax rate method. The discrete method is applied when it is not possible to reliably estimate our full year effective tax rate due to significant permanent differences in relation to pre-tax book income, resulting in significant variability to our estimated effective tax rate. For the six months ended June 27, 2021, the income tax expense was a function of the estimated effective tax rate for the year. The estimated effective tax rate is driven by estimated foreign taxes, estimated federal and state taxes, permanent book/tax differences, and the projected income or loss for the year.

Income (Loss) from Discontinued Operations. The income from discontinued operations was \$0.7 million for the six months ended June 26, 2022, and includes a \$1.0 million gain as a result of the release of an indemnification liability following the lapse of the statute of limitations associated with a potential tax liability that was recorded in 2019 as part of the sale of PSS. The loss from discontinued operations was \$0.3 million for the six months ended June 27, 2021, primarily reflecting the work performed in relation to outstanding tasks on legacy projects retained by us following the sale of PSS, as well as costs related to the closing net working capital adjustment dispute with the buyer of the PSS business.

Backlog

On June 26, 2022, we had approximately \$1,050.2 million of total backlog, of which \$713.6 million was funded. We expect to recognize approximately 41% of the remaining total backlog as revenue in fiscal year 2022, an additional 28% in fiscal year 2023 and the balance thereafter. Our comparable total backlog balance as of June 27, 2021, was approximately \$865.6 million, of which \$630.6 million was funded. Backlog as of June 26, 2022 as compared to June 27, 2021 has increased primarily as a result of contract awards in our C5ISR, Space, Satellite and Cyber, Turbine Technologies and Unmanned Systems businesses, and to a lesser degree due to the impact of the acquisitions of Cosmic, CTT and SRE, which contributed approximately \$82.0 million as of June 26, 2022.

Total backlog is our estimate of the amount of revenue expected to be realized over the remaining life of awarded contracts and task orders that we have in hand as of the measurement date. Total backlog can include award fees, incentive fees, or other variable consideration estimated based on the most likely amount we expect to be entitled to receive, to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur. Total backlog can include both funded and unfunded future revenue under government contracts. Total backlog does not include orders for which neither party has performed and which each party has the unilateral right to terminate a wholly unperformed contract without compensating the other party. As such, total backlog generally does not include options for additional performance obligations which have not been executed unless they are considered a material right of the base agreement/contract. For indefinite delivery or indefinite quantity contracts, only awarded or funded task orders are included for backlog purposes.

We define funded backlog as estimated future revenue under government contracts and task orders for which funding has been appropriated by Congress and authorized for expenditure by the applicable agency, plus an estimate of the future revenue expected to be realized from commercial contracts that are under firm orders. Funded backlog does not include the full potential value of our contracts because Congress often appropriates funds to be used by an agency for a particular program of a contract on a yearly or quarterly basis even though the contract may call for performance over a number of years. As a result, contracts typically are only partially funded at any point during their term, and all or some of the work to be performed under the contracts may remain unfunded unless and until Congress makes subsequent appropriation and the procuring agency allocates funding to the contract.

Contracts undertaken by us may extend beyond one year. Accordingly, portions are carried forward from one year to the next as part of backlog. Because many factors affect the scheduling of projects, no assurance can be given as to when

revenue will be realized on projects included in our backlog. Although funded backlog represents only business that is considered to be firm, we cannot guarantee that cancellations or scope adjustments will not occur. The majority of funded backlog represents contracts with terms that would entitle us to all or a portion of our costs incurred and potential fees upon cancellation by the customer.

A significant number of the programs that Kratos' systems, products and solutions support are multi-year/multi-decade in nature. Accordingly, based on historical customer usage or operational tempo, we have reasonable expectations or visibility of what ultimate orders for Kratos' systems, products and solutions will be. We do not include these expected amounts in its backlog until a related contract award is received.

Management believes that year-to-year comparisons of backlog are not necessarily indicative of future revenues. The actual timing of receipt of revenues, if any, on projects included in backlog could change because many factors affect the scheduling of projects. In addition, cancellations or adjustments to contracts may occur. Backlog is typically subject to large variations from quarter-to-quarter as existing contracts are renewed or new contracts are awarded. Additionally, all U.S. Government contracts included in backlog, whether or not funded, may be terminated at the convenience of the U.S. Government.

Liquidity and Capital Resources

As of June 26, 2022, we had cash and cash equivalents of \$142.4 million compared with cash and cash equivalents of \$349.4 million as of December 26, 2021, which includes \$20.1 million and \$29.4 million, respectively, of cash and cash equivalents held by our foreign subsidiaries. We are not presently aware of any restrictions on the repatriation of these funds, however, earnings of these foreign subsidiaries are essentially considered permanently invested in these foreign subsidiaries. If these funds were needed to fund our operations or satisfy obligations in the United States they could be repatriated, and their repatriation into the United States may cause us to incur additional foreign withholding taxes. We do not currently intend to repatriate these earnings.

Our total long-term debt increased from \$296.7 million at December 26, 2021 to \$298.5 million at June 26, 2022. Under the New Credit Facility, on February 18, 2022, we completed the refinancing of our outstanding \$90 million revolving credit facility and \$300 million of Senior Secured Notes, with a new 5-year \$200 million Revolving Credit Facility and 5-year \$200 million Term Loan A. We incurred debt issuance costs of \$3.2 million associated with the New Credit Facility. We have drawn approximately \$200 million under the Term Loan A and \$100 million on the new Revolving Credit Facility, with \$100 million remaining in borrowing capacity, less \$8.1 million for outstanding letters of credit (as more fully described in Note 10 of the accompanying Condensed Consolidated Financial Statements).

On February 18, 2022, the proceeds of \$300 million from the New Credit Facility, along with cash funded by us for the 3.25% call premium to redeem the Company's outstanding Senior Secured Notes, plus accrued interest, was distributed to the trustee for redemption of the Senior Secured Notes. The redemption of the outstanding \$300 million of Senior Secured Notes closed on March 14, 2022, for an amount of cash equal to 103.25% of the principal amount thereof plus accrued and unpaid interest thereon. We incurred a loss on the extinguishment of debt of \$9.8 million related to the call premium on the Senior Secured Notes and the write-off of \$3.2 million of unamortized debt issuance costs resulting in a total loss on extinguishment of debt of \$13.0 million.

We use our operating cash flow to finance trade accounts receivable, fund necessary increases in inventory including increasing inventory stock levels and advance buys in larger lot sizes to gain pricing benefits where possible, in order to mitigate the impact of supply chain disruptions and price increases, fund internal investments of engineering costs, fund capital expenditures, our internal research and development investments and our ongoing operations, service our debt, security infrastructure, including cyber security infrastructure, and make strategic acquisitions. Financing trade accounts receivable is necessary because, on average, our customers do not pay us as quickly as we pay our vendors and employees for their goods and services because a number of our receivables are contractually billable and due to us only when certain contractual milestones are achieved. Financing increases in inventory balances are necessary to fulfill shipment requirements to meet delivery schedules of our customers. These financing requirements have increased and have recently negatively impacted our operating cash flows due to actions we have taken to advance inventory levels in an attempt to mitigate supply chain disruptions and to bolster our inventory levels. Cash from continuing operations is primarily derived from our customer contracts in progress and associated changes in working capital components. Our days sales outstanding ("DSO") have remained the same at 128 days as of December 26, 2021 and June 26, 2022, primarily reflecting outstanding contractual billing milestones. Our DSOs are impacted by the achievement of contractual billing milestones such as equipment shipments and deliveries on certain products, and for certain flight requirements that must be fulfilled on certain aerial target programs, or final billings which are not due until completion on certain projects, and therefore we are unable to contractually bill for amounts outstanding related to those milestones at this time.

In November 2019, a large training solutions program was terminated for convenience, or T for C, by the customer. Under a T for C, a contractor is entitled to seek specified costs through a termination settlement process including (1) the contract price for completed supplies and services accepted by the government but not previously paid for; (2) the cost incurred in the performance of work terminated plus a reasonable profit on those costs; and (3) and its costs incurred in settling with subcontractors and preparing and settling the termination proposal. However, we will not be able to collect the total withheld amounts until the settlement terms of the T for C have been negotiated and agreed to with the customer. At June 26, 2022, approximately \$4.8 million in unbilled receivables remain outstanding on this project. In March 2022, we agreed, together with the customer, to a litigation settlement of \$6.0 million for a portion of the amounts outstanding on this project, which was collected in July 2022. The remaining unbilled balance of \$4.8 million is subject to negotiation and settlement with the customer.

We were also in dispute with an international customer in our US segment concerning the completion of certain system requirements and contractual milestones related to a contract the Company acquired with the acquisition of CEi in 2012. On June 26, 2022, the parties entered into a settlement agreement to resolve their dispute and to resolve all claims and counterclaims, and are currently in the process of implementing the terms of the settlement agreement. The Company has recorded a \$5.5 million litigation settlement charge in the quarter ended June 26, 2022, with a remaining \$5.6 million carrying value of assets on the balance sheet as of June 26, 2022 which are expected to be settled by the end of the year.

A summary of our net cash provided by (used in) operating activities from continuing operations, investing activities from continuing operations, and financing activities from continuing operations and our cash flows from discontinued operations from our condensed consolidated statements of cash flows is as follows (in millions):

	Six Months Ended	
	June 26, 2022	June 27, 2021
Net cash provided by (used in) operating activities from continuing operations	\$ (29.5)	\$ 22.0
Net cash used in investing activities from continuing operations	(153.7)	(26.7)
Net cash used in financing activities from continuing operations	(22.2)	(6.4)
Net operating cash flows of discontinued operations	(0.4)	(0.8)

Net cash used in operating activities from continuing operations was \$29.5 million for the six months ended June 26, 2022. Net cash used in operating activities from continuing operations was a result of the net loss of \$20.3 million and changes in net working capital accounts of \$60.3 million, which was partially offset by noncash charges totaling \$51.8 million, which include depreciation and amortization of \$13.9 million, stock-based compensation of \$13.3 million, the loss on the extinguishment of debt of \$13.0 million, and litigation settlement costs of \$5.5 million. Changes in net working capital accounts for the six months ended June 26, 2022 included increases in receivables of \$15.0 million primarily related to the increased revenues and future milestone and other contractual payments as well as increases in inventory balances of \$25.8 million primarily to prepare for expected significant ramp ups in production in the second half of the year and to increase stock inventory levels and pursue advance buys in larger lot sizes to gain pricing benefits where possible, in order to mitigate the impact of supply chain disruptions and price increases. Net cash provided by operating activities from continuing operations was \$22.0 million for the six months ended June 27, 2021, primarily a result of the net income of \$3.1 million, stock compensation, depreciation, amortization and other noncash charges of \$30.0 million and changes of \$11.1 million in net working capital accounts.

Net cash used in investing activities from continuing operations for the six months ended June 26, 2022 is comprised of cash paid for acquisitions, net of cash acquired of \$131.9 million, and \$21.9 million in capital expenditures. Cash used for acquisitions included \$74.0 million related to the acquisition of the assets of SRE, \$37.5 million related to the acquisition of Cosmic, \$15.3 million for the remaining purchase price due on the acquisition of CTT, and a \$5.1 million payment due under the acquisition agreement for KTT Core, of which we purchased a controlling interest in February 2019. Net cash used in investing activities from continuing operations for the six months ended June 27, 2021 is comprised of a payment due under the KTT Core acquisition agreement and capital expenditures. Capital expenditures consist primarily of investments in machinery, computer hardware and software and improvement of our physical properties in order to maintain suitable conditions in which to conduct our business, including enhancements for secure facilities required for contracts we have been awarded or expect to be awarded, and include investments we are making to build capital aerial targets and related support equipment. During the six months ended June 26, 2022, capital expenditures of approximately \$12.2 million were incurred in our US business, primarily related to our unmanned combat target initiative. We expect our capital expenditures for our fiscal year 2022 to continue to be significant for investments we are making, specifically in our US business totaling approximately \$24 to \$27 million, including approximately \$18 to \$20 million for capital aerial targets and related support equipment.

Net cash used in financing activities from continuing operations was \$22.2 million for the six months ended June 26, 2022 and included \$309.8 million used to redeem our \$300 million of Senior Secured Notes including the call premium of \$9.8 million, debt issuance costs of \$3.2 million, payroll withholding taxes paid from vested restricted stock traded for taxes of \$11.5 million and payments made on financing lease obligations of \$0.6 million. These uses were partially offset by \$300.0 million in proceeds from our New Credit Facility and employee stock purchase plan receipts of \$2.9 million. Net cash used in financing activities from continuing operations was \$6.4 million for the six months ended June 27, 2021 and consisted primarily of payroll withholding taxes paid from vested restricted stock traded for taxes of \$8.5 million and payments made on financing lease obligations of \$0.4 million offset by employee stock purchase plan receipts of \$2.5 million.

The net operating cash flows of discontinued operations for the six months ended June 26, 2022 was a use of \$0.4 million. The net operating cash flows of discontinued operations for the six months ended June 27, 2021 was a use of \$0.8 million.

Contractual Obligations and Commitments

New Credit Facility

Under the New Credit Facility, on February 18, 2022, the Company completed the refinancing of its outstanding \$90 million revolving credit facility and \$300 million Senior Secured Notes, with a new 5-year \$200 million Revolving Credit Facility and 5-year \$200 million Term Loan A. The Company incurred debt issuance costs of \$3.2 million associated with the New Credit Facility. The Company has drawn approximately \$200 million under the Term Loan A and \$100 million on the new Revolving Credit Facility, with \$100 million remaining in borrowing capacity, less \$8.1 million for outstanding letters of credit.

On February 18, 2022, the proceeds of \$300 million from the New Credit Facility along with cash funded by the Company for the 3.25% call premium to redeem the Company's outstanding Senior Secured Notes, plus accrued interest, was distributed to the trustee for redemption of the Senior Secured Notes. The redemption of the Company's outstanding \$300 million 6.5% Senior Secured Notes due November 2025 closed on March 14, 2022, for an amount of cash equal to 103.25% of the principal amount thereof plus accrued and unpaid interest thereon. The Company incurred a loss on the extinguishment of debt of \$9.8 million related to the call premium on the Senior Secured Notes and the write-off of \$3.2 million of unamortized debt issuance costs resulting in a total loss on extinguishment of debt of \$13.0 million.

The New Credit Facility is governed by a Credit Agreement (the "Credit Agreement"), which establishes the 5-year senior secured credit facility which is comprised of the \$200 million Revolving Credit Facility (which includes sub-facilities for the incurrence of up to \$10.0 million of swingline loans and the issuance of up to \$50.0 million of Letters of Credit) and the \$200 million Term Loan A. The Credit Agreement contemplates uncommitted incremental credit facilities of up to \$200 million (which amount would be reduced by the aggregate amount of any and all incremental credit facilities actually established under the Credit Agreement) plus additional uncommitted incremental capacity subject to a limitation based on the Company's pro forma total net leverage ratio (including any such additional uncommitted incremental capacity).

Borrowings under the revolving credit facility and the term loan credit facility may take the form of base rate loans or SOFR loans. Base rate loans under the Credit Agreement will bear interest at a rate per annum equal to the sum of the Applicable Margin (as defined in the Credit Agreement) from time to time in effect plus the highest of (i) the Agent's (as defined in the Credit Agreement) prime lending rate, as in effect at such time, (ii) the Federal Funds Rate (as defined in the Credit Agreement), as in effect at such time, plus 0.50%, (iii) the Adjusted Term SOFR (as defined in the Credit Agreement) for a one-month tenor in effect on such day, plus 1.00% and (iv) 1.00%. SOFR loans will bear interest a rate per annum equal to the sum of the Applicable Margin from time to time in effect plus the Adjusted Term SOFR for an Interest Period (as defined in the Credit Agreement) selected by the Company of one, three or six months. The Applicable Margin varies between 1.25% and 2.25% per annum for SOFR loans and between 0.25% and 1.25% per annum for base rate loans, and is based on the Company's total net leverage ratio from time to time.

Mandatory amortization on the Term Loan A is 2.5% in each of the first and second years and 5.0% in each of the third, fourth and fifth years, with the remaining outstanding balance due at maturity. The Credit Agreement contains certain covenants, which include, but are not limited to, restrictions on indebtedness, liens, fundamental changes, restricted payments, asset sales, and investments, and places limits on various other payments. The Company was in compliance with the covenants contained in the Credit Agreement as of June 26, 2022.

6.5% Senior Secured Notes due 2025

In November 2017, the Company issued and sold \$300 million aggregate principal amount of Senior Secured Notes due 2025 in a private placement conducted pursuant to Rule 144A and Regulation S under the Securities Act of 1933, as amended. The Company incurred debt issuance costs of \$6.6 million associated with the Senior Secured Notes. The Senior Secured Notes were redeemed on March 14, 2022.

Other Indebtedness

Credit and Security Agreement

On November 20, 2017, the Company entered into the amended and restated credit and security agreement (the “Credit and Security Agreement”), which established a five-year senior secured revolving credit facility in the aggregate principal amount of \$90.0 million (subject to a potential increase of the aggregate principal amount to \$115.0 million, subject to the agent’s and applicable lenders’ approval), consisting of a subline for letters of credit in an amount not to exceed \$50.0 million, as well as a swingline loan in an aggregate principal amount at any time outstanding not to exceed \$10.0 million. The Credit and Security Agreement was replaced by the New Credit Facility on February 18, 2022.

Israel Debt

During August 2020, the Company entered into two 5-year term loans with two banks in Israel representing an aggregate principal amount of approximately \$5.1 million. These loans were subsidized by the State of Israel as part of a COVID-19 relief package with interest at Israeli NIS prime interest, plus a margin of 1.5%. The first year of interest was paid by the State of Israel with subsequent interest and principal payments due monthly, commencing in August 2021. The Company repaid all amounts outstanding under this debt in the third quarter of fiscal year 2021.

5-D Systems Loan

In connection with the acquisition of 5-D Systems, the Company assumed a loan in the amount of approximately \$0.5 million with an interest rate of 1.0% that had been obtained under the Small Business Administration Paycheck Protection Program as part of a COVID-19 relief package. Payment of interest and principal was due monthly with the balance due in April 2022. The sellers of 5-D Systems applied for forgiveness of this loan, the application was accepted and the loan was forgiven in July 2021.

Other Liquidity Matters

We believe that our cash on hand, together with funds available under the Credit Agreement and cash expected to be generated from operating activities, will be sufficient to fund our anticipated working capital and other cash needs for at least the next 12 months. As discussed below and in Part I, Item 1A, “Risk Factors” of our Annual Report on Form 10-K, our quarterly and annual operating results have fluctuated in the past and may vary in the future due to a variety of factors, many of which are external to our control. If the conditions in our industry deteriorate or our customers cancel or postpone projects or if we are unable to sufficiently increase our revenues or further reduce our expenses, we may experience a significant long-term negative impact to our financial results and cash flows from operations. In such a situation, we could fall out of compliance with our financial and other covenants, which, if not waived, could limit our liquidity and capital resources.

Critical Accounting Principles and Estimates

The foregoing discussion of our financial condition and results of operations is based on the Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q. The preparation of these Condensed Consolidated Financial Statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, sales and expenses, and the related disclosures of contingencies. We base these estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results may differ from these estimates.

There have been no significant changes to our “Critical Accounting Policies or Estimates” as compared to the significant accounting policies described in our Annual Report on Form 10-K.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Since December 26, 2021, there have been no material changes in the quantitative or qualitative aspects of our market risk profile. For additional information regarding our exposure to certain market risks, see “Item 7A. Quantitative and Qualitative Disclosures About Market Risk” included in our Annual Report on Form 10-K.

Item 4. Controls and Procedures.

Conclusions Regarding the Effectiveness of Disclosure Controls and Procedures

We maintain disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), designed to ensure that information required to be disclosed in our reports filed under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and that such information is accumulated and communicated to our management, including our Principal Executive Officer and Principal Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost benefit relationship of possible controls and procedures.

As required by Rule 13a-15(b) promulgated under the Exchange Act, we carried out an evaluation, under the supervision and with the participation of our management, including our Principal Executive Officer and Principal Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this report.

Based on the foregoing, our Principal Executive Officer and Principal Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of June 26, 2022.

Changes in Internal Control Over Financial Reporting

We operate under the Committee of Sponsoring Organizations 2013 Framework. There was no change in our internal control over financial reporting during the three months ended June 26, 2022 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

See Note 14 of the Notes to Condensed Consolidated Financial Statements contained within this Quarterly Report for a discussion of our legal proceedings.

Item 1A. Risk Factors.

In evaluating us and our common stock, we urge you to carefully consider the risks and other information in this Quarterly Report on Form 10-Q, as well as the risk factors disclosed in Item 1A. to Part I of our Annual Report on Form 10-K, and other reports that we have filed with the SEC. Any of the risks discussed in such reports, as well as additional risks and uncertainties not currently known to us or that we currently deem immaterial, could materially and adversely affect our results of operations, financial condition or prospects. During the period covered by this Quarterly Report on Form 10-Q, there have been no material changes in our risk factors as previously disclosed.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

On May 23, 2022, pursuant to an Asset Purchase Agreement among the Company, Kratos SRE Inc., and SRI, the Company issued 314,973 shares of its common stock to Southern Research Institute. The shares were issued as part of the consideration for the acquisition by the Company of SRE, as described above in Note 2 above. The shares were issued in reliance upon the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) of the Securities Act as sales by an issuer not involving any public offering.

On June 13, 2022, pursuant to an Equity Purchase Agreement among the Company, Joseph D. Brostmeyer, Shirley C. Brostmeyer, certain trusts established by Joseph D. Brostmeyer, Shirley C. Brostmeyer and members of their immediate family, and Pegasus Residual, LLC, the Company issued 190,258 shares of its common stock to Pegasus Residual, LLC. The shares were issued as partial consideration for the Company's acquisition of an additional 9.95% of the issued and outstanding shares of capital stock of KTT Core for an aggregate estimated purchase price of approximately \$6.4 million, subject to certain adjustments. Additional shares of the Company's common stock are expected to be issued in March 2023 for the remaining consideration expected to be due in March 2023. The shares were issued in reliance upon the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) of the Securities Act as sales by an issuer not involving any public offering.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

None.

Item 6. Exhibits.

Exhibit Number	Exhibit Description	Form	Incorporated by Reference		Filed-Furnished Herewith
			Filing Date/Period End Date	Exhibit	
2.1	Stock Purchase Agreement, dated February 28, 2018, among Kratos Defense & Security Solutions, Inc., Kratos Public Safety & Security Solutions, Inc. and Securitas Electronic Security, Inc.	10-Q	05/10/2018 (001-34460)	2.2	
2.2**	Purchase Agreement, dated February 27, 2019, by and among Kratos Defense & Security Solutions, Inc., Shirley Brostmeyer, (“SB”), Joseph Brostmeyer (“JB”), certain trusts established by SB, JB and members of their immediate family, and JB, as the Sellers Representative.	10-Q	05/08/2019 (001-34460)	2.3	
3.1	Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc., as amended.	10-K	02/27/2017 (001-34460)	3.1	
3.2	Second Amended and Restated Bylaws of Kratos Defense & Security Solutions, Inc., as amended.	10-K	02/27/2017 (001-34460)	3.2	
4.1	Specimen Stock Certificate.	10-K	02/27/2017 (001-34460)	4.1	
10.1	Equity Purchase Agreement, date as of June 13, 2022, by and among Kratos Defense & Security Solutions, Inc., Joseph Brostmeyer (“JB”), Shirley Brostmeyer (“SB”), and certain trusts established by JB, SB and members of their immediate family, as Sellers.				*
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002.				*
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002				*
32.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 for Eric M. DeMarco.				*
32.2	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 for Deanna Lund.				*
101.INS	Inline XBRL Instance Document-the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document				*
101.SCH	Inline XBRL Taxonomy Extension Schema Document				*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document				*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document				*

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed-Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document				*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document				*
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)				*

* Certain confidential portions of the exhibit have been redacted from the filed version of the exhibit and are marked with a [***]. The Company agrees to furnish supplementally to the Securities and Exchange Commission an unredacted copy of the exhibit upon request.

** Certain confidential information contained in this Exhibit has been omitted because it is both (i) not material and (ii) the type of information that the registrant treats as private or confidential.

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 thereunto duly authorized.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

By: /s/ ERIC M. DEMARCO
Eric M. DeMarco
Chief Executive Officer, President
(Principal Executive Officer)

By: /s/ DEANNA H. LUND, CPA
Deanna H. Lund
Executive Vice President, Chief Financial Officer
(Principal Financial Officer)

By: /s/ MARIA CERVANTES DE BURGREN, CPA
Maria Cervantes de Burgren
Vice President and Corporate Controller
(Principal Accounting Officer)

Date: August 4, 2022

EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of June 13, 2022 (the "**Effective Date**"), by and among Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "**Purchaser**"), Joseph D. Brostmeyer ("**Joseph Brostmeyer**"), Shirley C. Brostmeyer and Joseph Brostmeyer as Trustees of The Shirley C. Brostmeyer Revocable Trust, u/a/d August 25, 2002, as amended and restated August 13, 2014, a Florida revocable trust ("**SB Trust**"), Joseph Brostmeyer and Sara J. Brostmeyer as Trustees of The Shirley Brostmeyer 2018 Family Trust, u/a/d December 17, 2018, a Florida irrevocable trust ("**2018 SB Trust**"), Joseph Brostmeyer and Shirley C. Brostmeyer as Trustees of The Joseph D. Brostmeyer Revocable Trust, u/a/d August 25, 2002, as amended and restated August 13, 2014, a Florida revocable trust ("**JB Trust**"), Shirley C. Brostmeyer and Julia A. Brostmeyer as Trustees of The Joseph D. Brostmeyer 2018 Irrevocable Trust, u/a/d December 17, 2018, a Florida irrevocable trust ("**2018 JB Trust**" and, together with SB Trust, 2018 SB Trust and JB Trust, the "**Trusts**"), Pegasus Residual, LLC, a Delaware limited liability company ("**Pegasus Residual**" and, together with the Trusts, each a "**Seller**" and, collectively, the "**Sellers**"), and, solely for the purposes of Sections 1.5 and 3.10 hereof, each of KTT CORE, Inc., a Delaware corporation formerly known as FTT CORE, LLC ("**KTT Core**"), and Florida Turbine Technologies Inc., a Florida corporation ("**FTT**").

Recitals

WHEREAS, Pegasus Residual owns an aggregate of 2,094.67 shares of the Class B common stock, par value \$0.001 per share, of KTT Core (together with its wholly-owned subsidiaries, including FTT, the "**Acquired Companies**"), representing 19.9% of the issued and outstanding shares of KTT's capital stock (the "**Minority Interests**");

WHEREAS, the Purchaser and the Sellers are parties to that certain Exchange Agreement, dated as of February 27, 2019, as amended by that certain First Amendment thereto, dated as of February 18, 2022 (as amended, the "**Exchange Agreement**"), with KTT Core and FTT, pursuant to which the parties have agreed, among other things, to certain purchase and sale rights with respect to the Minority Interests;

WHEREAS, Pegasus Residual desires to sell, transfer and assign to the Purchaser all of its right, title and interest in and to 1,047.335 of the Minority Interests held by Pegasus Residual, representing 9.95% of the issued and outstanding shares of KTT Core's capital stock (the "**Purchased Shares**"; the other 1,047.335 Minority Interests being retained by Pegasus Residual, the "**Retained Shares**"); and

WHEREAS, the Purchaser desires to purchase from Pegasus Residual all of Pegasus Residual's right, title and interest in and to the Purchased Shares, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree as follows:

Agreement

1. AGREEMENT TO SELL AND PURCHASE.

1.1 Purchase and Sale of Purchased Shares. Subject to the terms and conditions set forth herein, at the Closing (as defined below), Pegasus Residual shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase and accept from Pegasus Residual, all of Pegasus Residual's right, title and interest in and to the Purchased Shares, free and clear of any and all Encumbrances (as defined below). The aggregate consideration to be paid for the Purchased Shares, the release of claims set forth in Section 2 of this Agreement, and the representations set forth in Section 3.10 shall be \$6,392,676.00 (the "**Estimated Purchase Price**"), subject to adjustment as set forth in this Agreement. The Estimated Purchase Price shall be payable in shares of the Purchaser's common stock, par value \$0.001 per share (the "**Purchaser Common Stock**"), calculated as set forth below.

(a) Subject to Section 1.1(b) below, the number of shares of Purchaser Common Stock to be issued in satisfaction of the Estimated Purchase Price will be calculated by dividing (i) the Estimated Purchase Price, by (ii) the volume weighted average sale price per share of the Purchaser Common Stock on the NASDAQ Global Select Market as reported by Bloomberg Financial Markets or an equivalent, reliable reporting service, over the trailing 90-day period ending on the trading day immediately prior to the Effective Date (the "**Closing Stock Price**") (rounded down to the nearest whole share).

(b) Notwithstanding the foregoing, in no event shall the aggregate number of shares of Purchaser Common Stock issuable pursuant to this Agreement exceed 19.99% of the total outstanding shares of Purchaser Common Stock as of immediately prior to the Effective Date; provided that any reduction in the Initial Stock Payment or Final Stock Payment (each as defined below) issued as a result of the foregoing clause shall result in a corresponding cash payment to cover the resulting shortfall in the Initial Payment or True-up Amount (as defined below), as applicable.

1.2 Calculation of Estimated Purchase Price. Each Seller expressly acknowledges and agrees that the Estimated Purchase Price has been calculated based on a valuation of the Acquired Companies equal to the product of (a) 12 multiplied by (b) the Acquired Companies' estimated EBITDA (as defined below) for the fiscal year ended December 25, 2022, as set forth on **Exhibit A** attached hereto (the "**2022 EBITDA Estimate**"). If, when the Purchaser's audited consolidated financial statements for the fiscal year ended December 25, 2022 are approved by the Purchaser's Board of Directors (the "**Board**") and included in the Purchaser's Form 10-K for the 2022 fiscal year, the Acquired Companies' actual EBITDA for the fiscal year ended December 25, 2022 (the "**Audited 2022 EBITDA**") differs from the 2022 EBITDA Estimate, then the Estimated Purchase Price shall be adjusted and recalculated based on a valuation of the Acquired Companies equal to the product of (a) 12 multiplied by (b) the Audited 2022 EBITDA, calculated in a manner consistent with the calculation set forth on **Exhibit A** attached hereto (such recalculated purchase price, if applicable, the "**Final Purchase Price**").

(c) For purposes of this Agreement, "**EBITDA**" shall mean, on a consolidated basis (including those entities set forth on **Exhibit B** attached hereto), the sum of the Acquired Companies' earnings before corporate tax, interest expense, depreciation and amortization, determined in accordance with, and derived from financial information that is prepared in accordance with, U.S. generally accepted accounting principles, consistently applied. For the avoidance of doubt, the calculation of EBITDA will not include any corporate allocations of indirect costs (including, without limitation, normal public company operating costs incurred

by Purchaser), but shall include costs incurred by Purchaser that are directly attributable to the Acquired Companies' consolidated business.

1.3 Closing. The sale and purchase of the Purchased Shares pursuant to Section 1.1 above (the "**Closing**") shall take place at 10:00 a.m. on the Effective Date at the offices of Latham & Watkins LLP, 12670 High Bluff Drive, San Diego, California 92130 or at such other time or place as the Purchaser and the Sellers may mutually agree.

1.4 Delivery.

(a) On the Effective Date, subject to the terms and conditions hereof:

(i) Pegasus Residual will deliver to the Purchaser (A) the stock certificate(s) representing the Purchased Shares to be sold pursuant to Section 1.1 above, together with stock powers for such Purchased Shares, in the form attached hereto as **Exhibit C**, and (B) an Investor Questionnaire, substantially in the form attached hereto as **Exhibit D**, duly executed by Pegasus Residual in favor of the Purchaser; and

(ii) the Purchaser will (A) instruct the transfer agent for the Purchaser Common Stock (the "**Transfer Agent**") to deliver to Pegasus Residual in book entry form, a number of shares of Purchaser Common Stock (the "**Initial Stock Payment**") equal to (1) 50% of the Estimated Purchase Price (the "**Initial Payment**") for the Purchased Shares to be sold pursuant to Section 1.1, divided by (2) the Closing Stock Price (rounded down to the nearest whole share), and (B) deliver to Pegasus Residual, by wire transfer of immediately available funds to an account designated by Pegasus Residual, an amount in cash equal to 50% of any shortfall in the Initial Payment payable pursuant to Section 1.1(b) for the Purchased Shares to be sold pursuant to Section 1.1.

(b) Within 10 Business Days after the date on which the Purchaser's audited consolidated financial statements for the year ended December 25, 2022 are approved by the Board and included in the Purchaser's Form 10-K for the 2022 fiscal year:

(i) To the extent the Final Purchase Price is greater than 50% of the Estimated Purchase Price, the Purchaser will (A) instruct the Transfer Agent to deliver to Pegasus Residual in book entry form, a number of shares of Purchaser Common Stock (the "**Final Stock Payment**") equal to (1) the positive difference between the Final Purchase Price and the Initial Payment for the Purchased Shares sold pursuant to Section 1.1 (the "**True-up Amount**"), divided by (2) the volume weighted average sale price per share of the Purchaser Common Stock on the NASDAQ Global Select Market as reported by Bloomberg Financial Markets or an equivalent, reliable reporting service, over the trailing 90-day period ending on the trading day immediately prior to the filing date of the Purchaser's Form 10-K for the 2022 fiscal year (the "**Final Stock Price**") (rounded down to the nearest whole share) and (B) deliver to Pegasus Residual, by wire transfer of immediately available funds to an account designated by Pegasus Residual, an amount in cash equal to any shortfall in the True-up Amount payable pursuant to Section 1.1(b) for the Purchased Shares to be sold by such Seller pursuant to Section 1.1. For the avoidance of doubt, if the Final Purchase Price is equal to or less than 50% of the Estimated Purchase Price, the Purchaser shall have no obligation to make any additional payment to Pegasus Residual for the Purchased Shares.

(ii) To the extent the Final Purchase Price is less than 50% of the Estimated Purchase Price, Pegasus Residual will deliver to Purchaser, by wire transfer of immediately available funds to an account designated by Purchaser, the excess of the Initial Payment for the Purchased Shares sold pursuant to Section 1.1 over the Final Purchase Price (the "**Seller Overpayment Amount**"). In lieu of the cash payment contemplated by the preceding sentence,

Pegasus Residual may, at its option, deliver to Purchaser a number of shares of Purchaser Common Stock equal to (A) the Seller Overpayment Amount, divided by (B) the Final Stock Price (rounded down to the nearest whole share).

(c) As used in this Agreement, the following terms shall have the meanings set forth below:

(i) **“2019 Transaction Documents”** means, collectively, the Employment Agreement, the Exchange Agreement, the Leak-Out Agreement, and the Purchase Agreement.

(ii) **“Affiliate”** means, with respect to any Person, any other Person which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person, as such terms are used in and construed under Rule 405 promulgated under the 1933 Act (as defined below).

(iii) **“Business Day”** means any day, other than a Saturday or Sunday, on which banks are open in New York, New York.

(iv) **“Employment Agreement”** means that certain Amended and Restated Employment Agreement, dated as of June 10, 2022, by and between Purchaser and Joseph Brostmeyer.

(v) **“Leak-Out Agreement”** means that certain Lock-Up/Leak-Out Agreement, dated as of February 27, 2019, by and between Purchaser and the Trusts.

(vi) **“Pegasus Residual LLC Agreement”** means that certain Limited Liability Company Agreement of Pegasus Residual, dated as of October 15, 2020, by and among the members of Pegasus Residual, as amended, supplemented or otherwise modified from time to time.

(vii) **“Person”** means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

(viii) **“Purchase Agreement”** means that certain Purchase Agreement, dated as of February 27, 2019, by and among Purchaser, Shirley Brostmeyer, an individual, Joseph Brostmeyer, the Trusts, and Joseph Brostmeyer, as the Sellers Representative.

1.5 **Amendments to Exchange Agreement.** Each of the parties hereto acknowledges and agrees that, effective as of the Effective Date, the Exchange Agreement (A) is hereby amended as follows: (i) Section 3.2(a) of the Exchange Agreement is hereby amended by deleting “19.9%” therefrom and inserting “9.95%” in lieu thereof and (ii) Section 3.2(d) of the Exchange Agreement is amended by deleting the final sentence thereof in its entirety and inserting the following in lieu thereof: “For purposes of this Agreement, **“Employment Agreement”** means that certain Amended and Restated Employment Agreement, dated as of June 10, 2022, by and between Acquiror and JB.”, and (iii) Section 3.2(h) of the Exchange Agreement is hereby amended by adding “(or such other amount as may be permitted without stockholder approval pursuant to the applicable rules of The Nasdaq Stock Market)” after the words “Call Right” and prior to “; provided that”; and (B) shall only apply to the Retained Shares. Each of the parties hereto further acknowledges and agrees that Sections 3.2(d) and 3.2(e) of the Exchange Agreement shall cease to apply following the expiration of the Term (as defined in the Employment Agreement).

2. Release of Claims.

2.1 Release of the Acquired Companies. Effective as of the Effective Date, each of the Sellers irrevocably and unconditionally releases any and all Released Claims (as defined below) that such Seller ever had, now has or may have against: (a) the Acquired Companies; (b) each of the Acquired Companies' current and former parents, subsidiaries, related companies, partnerships or joint ventures (including the Purchaser); (c) with respect to each of parties listed in the foregoing clauses (a) and (b), such party's predecessors and successors; or (d) with respect to each of the parties listed in the foregoing clauses (a), (b) and (c), all of such party's past, present and future employees, officers, directors, stockholders, owners, Affiliates, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries and insurers of such programs), and any other persons acting by, through, under or in concert with any of such persons or entities and their successors (each, a "**Released Party**" and, collectively, the "**Released Parties**").

2.2 Released Claims. For purposes of this Agreement, the term "**Released Claims**" shall include, to the fullest extent permitted by applicable law, all known and unknown claims, promises, causes of action, or similar rights of any type ("**Claims**") that may be asserted by a Seller in its capacity as a stockholder of any of the Acquired Companies, including, without limitation, Claims for dividends or distributions and any Claims to attorneys' fees or other indemnities with respect to the Released Claims, except as expressly provided in this Agreement.

2.3 Unknown Claims. Each of the Sellers expressly acknowledges and agrees that: (a) it has been advised and understands that the Released Claims may include Claims that it does not currently know about ("**Unknown Claims**"); (b) it knowingly and voluntarily intends to grant the release of such Unknown Claims as Released Claims even though it recognizes that someday it might regret having done so; and (c) it desires to assume the risk of releasing the Unknown Claims as Released Claims and acknowledges and agrees that the release set forth in this Section 2 shall remain effective in all respects in any such case. With full understanding of the potential consequences of its actions, to the full extent permitted by law, each Seller expressly waives all rights it might have under any law that is intended to protect parties from waiving Claims such as the Unknown Claims. Notwithstanding the foregoing, nothing in the release given by the Sellers pursuant to this Section 2 shall release any Claim a Seller may have for the applicable Released Party's commission of any act of fraud or intentional misrepresentation or for any breach by such Released Party of this Agreement.

3. Representations, Warranties and Covenants of the Sellers. Each Seller hereby represents, warrants and covenants, severally and jointly, to and for the benefit of the Purchaser as follows:

3.1 Authority; Binding Nature Of Agreement. Each Seller has the capacity, power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to take all other actions required to be taken by such Seller pursuant to the provisions hereof. This Agreement has been duly executed and delivered by each Seller, and constitutes (assuming due and valid authorization, execution and delivery hereof by the Purchaser) a valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to or affecting enforcement of creditors' rights and by rules of law governing specific performance, injunctive relief or other equitable remedies.

3.2 Title To Purchased Shares. The Minority Interests owned by Pegasus Residual represent all of the equity interests of the Acquired Companies owned by the Sellers. Pegasus Residual is the record and beneficial owner of, and has good and marketable title to, the Purchased Shares, free and clear of any security interest, lien, pledge, hypothecation, charge,

mortgage, encumbrance, equitable interest, claim, preference, right of possession, lease, license or restriction of any nature whatsoever (collectively, “**Encumbrances**”), except for restrictions on (i) transfer contained in the 2019 Transaction Documents and (ii) resale under the Securities Act of 1933, as amended (the “**1933 Act**”) and other applicable securities laws (“**Permitted Encumbrances**”). Upon payment of the Initial Payment to Pegasus Residual, Pegasus Residual will convey to the Purchaser good and marketable title to the Purchased Shares, free and clear of all Encumbrances, except for Permitted Encumbrances.

3.3 **No Violation.** The execution, delivery and performance by each Seller of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the terms hereof by each of the Sellers do not (a) conflict with or result in a breach of the terms, conditions or provisions of, (b) constitute a default or event of default under (with due notice, lapse of time or both), (c) result in the creation of any Encumbrance upon any of the properties or assets of such Seller, including, without limitation, the Purchased Shares, pursuant to, (d) give any third party the right to terminate, modify, accelerate or otherwise change any right or obligation under, (e) result in the material violation of or (f) require any authorization, consent, approval, exemption or other action by, notice to or filing with any Person pursuant to: (i) any applicable law or regulation, including, without limitation, community property laws (ii) any order, decree or judgment to which such Seller is subject or (iii) any contract to which such Seller is a party or to which any of its properties or assets are subject, including, without limitation, the Purchased Shares (other than the Pegasus Residual LLC Agreement (consent under which has been obtained) and the 2019 Transaction Documents).

3.4 **Pursuit of Claims.** (a) As of the Effective Date, none of the Sellers has filed, initiated, or prosecuted (or caused to be filed, initiated or prosecuted) and (b) following the Effective Date, none of the Sellers shall file, initiate or prosecute (or cause to be filed, initiated or prosecuted) any lawsuit, arbitration, complaint, charge, action, compliance review, investigation or proceeding with respect to any Released Claim, whether as a named plaintiff, class member or otherwise. In the event of any such lawsuit, arbitration, complaint, charge, action, compliance review, investigation or proceeding with respect to any Released Claim, each Seller covenants that it shall request any administrative agency or other body assuming jurisdiction of any such lawsuit, arbitration, complaint, charge, action, compliance review, investigation or proceeding to withdraw from the matter or to dismiss it with prejudice.

3.5 **Ownership of Claims.** As of the Effective Date, none of the Sellers has assigned or transferred (or attempted to assign or transfer) any of the Released Claims to any third party.

3.6 **No Admission of Liability.** Each of the Sellers acknowledges that neither the Acquired Companies nor any of the other Released Parties believes, or has admitted, that it has committed any wrongdoing with respect to the Sellers, and each of the Sellers agrees that at no time following the Effective Date shall it assert that the release of Released Claims contained in this Agreement constitutes an admission of wrongdoing by the Acquired Companies or any other Released Party.

3.7 **Implementation.** Each Seller agrees that, at all times following the Effective Date, it shall sign any and all documents, certificates and other instruments, and take any and all other actions reasonably requested by either of the Acquired Companies or any other Released Party, necessary to implement the terms of this Agreement.

3.8 **Dividends and Other Equity Distributions.** Each Seller acknowledges and agrees that no dividends or other equity distributions declared prior to the Effective Date remain unpaid as of the Effective Date.

3.9 Survival of Noncompetition and Nonsolicitation Provisions. Joseph Brostmeyer acknowledges and agrees that he remains subject to and bound by all of the agreements and covenants contained in (A) the Purchase Agreement, including, without limitation, the covenants contained in Section 6.3 of the Purchase Agreement, and will continue to remain subject to and bound by such covenants until such covenants expire in accordance with the terms of the Purchase Agreement; *provided, however*, that for the avoidance of doubt, nothing contained in this Section 3.9 shall have the effect of extending or reviving the survival period or effectiveness of any provision, agreement or covenant contained in the Purchase Agreement that has expired in accordance with its terms; and (B) the Employment Agreement, including, without limitation, the noncompetition and nonsolicitation covenants in Section 9 thereof, and will continue to remain subject to and bound by such covenants until the second anniversary of the date his employment with the Purchaser terminates (or such later time as may be specified in the Employment Agreement). For the avoidance of doubt, notwithstanding the foregoing or anything to the contrary contained herein or in the 2019 Transaction Documents, Joseph Brostmeyer, Shirley Brostmeyer, any Seller and/or any Affiliate thereof shall be permitted to engage in any of the Permitted Activities (as defined in the Employment Agreement), none of which shall be deemed to violate the provisions of this Agreement or the 2019 Transaction Documents.

3.10 Investment Representations.

(a) Purchase Entirely for Own Account. Each Seller acknowledges and agrees that the Purchaser Common Stock payable to Pegasus Residual pursuant to this Agreement will be acquired for Pegasus Residual's own account, not as nominee or agent, and not with a view to the resale or distribution of any part thereof in violation of the 1933 Act. Pegasus Residual does not presently have any agreement, plan or understanding, directly or indirectly, with any Person to distribute or effect any distribution of any of the shares of Purchaser Common Stock (or any securities which are derivatives thereof) to or through any Person or entity. No Seller is, nor is any Affiliate of the Sellers, a broker-dealer registered with the U.S. Securities and Exchange Commission (the "**SEC**") under the Securities Exchange Act of 1934, as amended (the "**1934 Act**") or an entity engaged in a business that would require it to be so registered.

(b) Investment Experience. Each Seller has substantial experience in evaluating and investing in companies similar to the Acquired Companies and the Purchaser so as to be able to evaluate the risks and merits of Pegasus Residual's decision to sell the Purchased Shares in exchange for shares of Purchaser Common Stock. Pegasus Residual understands that the purchase of the shares of Purchaser Common Stock pursuant to this Agreement involves a substantial risk and acknowledges that it can bear the economic risk and complete loss of its investment in the Purchaser Common Stock.

(c) Disclosure of Information. Each Seller has (a) received and read the most recent consolidated financial statements of the Acquired Companies and has had an opportunity to discuss the Acquired Companies' business, prospects, operations, management and financial affairs with directors, officers and members of management of the Acquired Companies and (b) received and read the most recent financial statements and any recent press releases of Purchaser, and had the opportunity to ask questions of and receive answers from the senior management of Purchaser regarding the timing, terms and conditions of Pegasus Residual's sale of Purchased Shares in exchange for shares of Purchaser Common Stock pursuant to this Agreement, and the possibility of a significant transaction involving Purchaser. Each Seller acknowledges that no officer, director, attorney, broker-dealer, placement agent, finder or other person affiliated with the Acquired Companies or Purchaser has given the Sellers any information or made any representations, oral or written, other than as expressly provided in this Agreement, on which the Sellers have relied upon in deciding to sell, or causing Pegasus Residual to sell, the Purchased Shares in exchange for shares of Purchaser Common Stock. Based on the information the Sellers

have deemed appropriate, each has independently made its own analysis and decision to enter into this Agreement. The Sellers have sought their own independent accounting, legal and tax advice as they have considered necessary to make an informed decision with respect to Pegasus Residual's sale of the Purchased Shares in exchange for shares of Purchaser Common Stock.

(d) Restricted Securities. Each Seller understands that the shares of Purchaser Common Stock to be issued to Pegasus Residual hereunder are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from the Purchaser in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the 1933 Act only in certain limited circumstances.

(e) Legends. It is understood that, except as provided below, the shares of Purchaser Common Stock may bear the following or any similar legend:

(i) "THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OR (B) AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT OR (II) UNLESS SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT."

(ii) If required by the governmental authorities of any state in connection with the sale of the shares of Purchaser Common Stock, the legend required by such state authority.

(f) Accredited Investor. At the time each Seller was offered the shares of Purchaser Common Stock pursuant to this Agreement, it was, and as of the date hereof is, an "accredited investor" within the meaning of Rule 501 under the 1933 Act and has executed and delivered to the Purchaser its Investor Questionnaire, which such Seller represents and warrants is true, correct and complete. Each Seller is capable of properly evaluating the risks and merits of Pegasus Residual's purchase of the shares of Purchaser Common Stock.

(g) No General Solicitation. Each of the Sellers represents that it did not learn of the investment in the shares of Purchaser Common Stock as a result of any general solicitation or general advertising.

(h) Consultation With Own Advisors. Each Seller has been advised to consult with its own attorney and other financial and tax advisers regarding all legal matters concerning an investment in the Purchaser and the tax consequences of Pegasus Residual's purchasing the shares of Purchaser Common Stock, and has done so, to the extent the Seller considers necessary.

3.11 Brokers and Finders. No Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon any Seller for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of such Seller.

3.12 No Rule 506 Disqualifying Activities. Each Seller represents that it has not taken any of the actions set forth in, and is not subject to, the disqualification provisions of Rule 506(d)(1) of the 1933 Act.

3.13 Residency. Each Seller is a resident of the jurisdiction specified below its address on the signature page hereto.

4. Representations, Warranties and Covenants of the Purchaser. In connection with the terms and conditions set forth in this Agreement, the Purchaser hereby represents, warrants and covenants to and for the benefit of each of the Sellers as follows:

4.1 Authority; Valid Issuance of Purchaser Common Stock. The Purchaser has the full corporate power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to take all other actions required to be taken by it pursuant to the provisions hereof. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser and constitutes (assuming due and valid authorization, execution and delivery hereof by Joseph Brostmeyer and each of the Sellers) a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to or affecting enforcement of creditors' rights and by rules of law governing specific performance, injunctive relief or other equitable remedies. The Purchaser Common Stock has been duly authorized and, when issued and paid for in accordance with the terms of this Agreement, will be validly issued to Pegasus Residual, free of any Encumbrances imposed by Purchaser, except for restrictions on transfer provided for herein and under the 1933 Act or other applicable securities laws.

4.2 No Violation. The execution, delivery and performance by the Purchaser of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the terms hereof by the Purchaser do not (a) conflict with or result in a breach of the terms, conditions or provisions of, (b) constitute a default or event of default under (with due notice, lapse of time or both), (c) result in the creation of any Encumbrance upon any of the properties or assets of the Purchaser pursuant to, (d) give any third party the right to terminate, modify, accelerate or otherwise change any right or obligation under, (e) result in the violation of or (f) require any authorization, consent, approval, exemption or other action by, notice to or filing with any person or entity pursuant to: (i) the organizational documents of the Purchaser, (ii) any applicable law or regulation, (iii) any order, decree or judgment to which the Purchaser is subject or (iv) any contract to which the Purchaser is a party or to which any of its properties or assets are subject, except for filings with the SEC, notifications to NASDAQ and filings under state securities or "blue sky" laws and except where the failure to obtain such consent, approval, authorization or action or to make such filing or notification would not be reasonably expected to be material to Purchaser.

4.3 SEC Filings. True and complete copies of the Purchaser's filings with the SEC are available to the Sellers through the Electronic Data Gathering, Analysis and Retrieval system (other than any information for which the Purchaser has received confidential treatment from the SEC). The Purchaser has filed all reports, schedules, forms, statements and other documents required to be filed by the Purchaser under the 1933 Act and the 1934 Act, including pursuant to Section 13(a) or 15(d) thereof (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "**SEC Filings**"), for the twelve (12) months preceding the date hereof. At the time of filing thereof, the SEC Filings complied as to form in all material respects with the requirements of the 1933 Act or 1934 Act, as applicable, and, as of their respective dates, did not contain any untrue statement of

a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

4.4 Compliance with NASDAQ Continued Listing Requirements. The Purchaser is in compliance with applicable NASDAQ continued listing requirements. There are no proceedings pending or, to the Purchaser's knowledge, threatened against the Purchaser relating to the continued listing of the Purchaser Common Stock on NASDAQ and the Purchaser has not received any notice of, nor, to the Purchaser's knowledge, is there any reasonable basis for, the delisting of the Purchaser Common Stock from NASDAQ.

4.5 No Integrated Offering. Neither the Purchaser nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any Purchaser security or solicited any offers to buy any Purchaser security, under circumstances that would adversely affect reliance by the Purchaser on Section 4(a)(2) of the 1933 Act for the exemption from registration for the transactions contemplated hereby or would require registration of the shares of Purchaser Common Stock to be purchased hereunder under the 1933 Act.

4.6 Private Placement. Assuming the accuracy of the representations and warranties of the Sellers set forth in Section 3, the offer and sale of the shares of Purchaser Common Stock to the Sellers as contemplated hereby is exempt from the registration requirements of the 1933 Act. The issuance and sale of the shares of Purchaser Common Stock hereunder does not contravene the rules and regulations of NASDAQ.

4.7 Registration Rights.

For purposes of this Section 4.7, the term "**Shares**" includes any other equity security of the Purchaser issued or issuable with respect to the Purchaser Common Stock by way of share split, dividend, distribution, recapitalization, merger, exchange, replacement or similar event or otherwise.

(a) Resale Shelf. The Purchaser agrees that, as soon as reasonably practicable following the Effective Date, it will file with the SEC (at its sole cost and expense) a registration statement under the 1933 Act (the "**Shelf Registration Statement**") registering the resale of the Shares of Purchaser Common Stock issued to the Sellers hereunder (the "**Shares**"), and it shall use its commercially reasonable efforts to have the Shelf Registration Statement declared effective as soon as practicable after the filing thereof. The Purchaser agrees to cause such Registration Statement, or another Shelf Registration Statement that includes the Shares, to remain effective until the earliest of (i) the date on which the Sellers cease to hold any Shares or (ii) the first date on which the Sellers are able to sell all of the Shares under Rule 144 within the following ninety (90)-day period without limitation as to the amount of such securities that may be sold without the requirement for the Purchaser to be in compliance with the current public information requirement under Rule 144. Each Seller agrees to disclose its ownership to the Purchaser upon request to assist it in making the determination described above. Each Seller acknowledges and agrees that the Purchaser may suspend the use of any such Registration Statement if it determines (A) that the use of such Registration Statement would require the inclusion of financial statements that are unavailable for issue for reasons beyond the Purchaser's control, or (B) that in order for such Registration Statement not to contain a material misstatement or omission, an amendment thereto would be needed to include information that would at that time not otherwise be required in a current, quarterly, or annual report under the 1934 Act; *provided* that (1) the Purchaser shall not so suspend the use of the Shelf Registration Statement on more than two (2) occasions or for a period of more than sixty (60) consecutive days or more than a total of one hundred twenty (120) calendar days, in each case in any three

hundred sixty (360)-day period, (2) the Purchaser shall have a bona fide business purpose, as determined by the Board, for not making such information public and (3) the Purchaser shall use commercially reasonable efforts to make such Registration Statement available for the sale by the Sellers of such securities as soon as practicable thereafter. The Purchaser's obligations to include the Shares for resale in the Shelf Registration Statement are contingent upon the Sellers furnishing in writing to the Purchaser such information regarding the Sellers, the securities of the Purchaser held by the Sellers and the intended method of disposition of the Shares, as shall be reasonably requested by the Purchaser to effect the registration of the Shares, and shall execute such documents in connection with such registration as the Purchaser may reasonably request that are customary of a selling shareholder in similar situations.

(b) Prior to any public offering of the Shares, the Purchaser shall use reasonable best efforts to assist or cooperate with the Sellers and their counsel in connection with their registration or qualification of the offer and sale of the Shares under the securities or blue sky laws of such jurisdictions reasonably requested by the Sellers; *provided, however*, that the Purchaser shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 4.7(b), (ii) subject itself to general taxation in any jurisdiction where it would not otherwise be so subject but for this Section 4.7(b) or (iii) file a general consent to service of process in any such jurisdiction. The Purchaser agrees that nothing in this Agreement shall prohibit the Sellers, at any time and from time to time, from selling or otherwise transferring the Shares pursuant to a private placement or other transaction which is not registered pursuant to the 1933 Act.

(c) The Purchaser shall advise the Sellers within three (3) Business Days (email being sufficient): (i) when a Registration Statement or any post-effective amendment thereto has become effective; (ii) of the issuance by the SEC of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose; (iii) of the receipt by the Purchaser of any notification with respect to the suspension of the qualification of the Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and (iv) subject to the provisions in this Agreement, of a suspension pursuant to Section 4.7(a) or the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading (*provided* that any such notice pursuant to this Section 4.7(c) shall solely provide that the use of the Registration Statement or prospectus has been suspended without setting forth the reason for such suspension and shall not contain any material non-public information regarding the Purchaser). The Purchaser shall use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable. Upon the occurrence of any event contemplated in clauses (i) through (iv) above, except for such times as the Purchaser is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, the Purchaser shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to the Sellers, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Sellers agree that they will promptly discontinue offers and sales of the Shares using a Registration Statement until the Sellers receive copies of a supplemental or amended prospectus that corrects the misstatement(s) or omission(s) referred to above in clause (iv) and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Purchaser that they may resume such offers and sales (which notice shall not

contain any material non-public information regarding the Purchaser). If so directed by the Purchaser, the Sellers will deliver to the Purchaser, or destroy, all copies of the prospectus covering the Shares in the Sellers' possession; *provided, however*, that this obligation to deliver or destroy all copies of the prospectus covering the Shares shall not apply (x) to the extent the Sellers are required to retain a copy of such prospectus in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or in accordance with a bona fide pre-existing document retention policy or (y) to copies stored electronically on archival servers as a result of automatic data back-up.

(d) **Registration Expenses.** In connection with the filing of any Registration Statement, the Purchaser agrees to pay (i) all registration and filing fees (including fees with respect to any securities exchange on which the Shares are then listed); (ii) fees and expenses of compliance with securities or blue sky laws; (iii) reasonable fees and disbursements of counsel for the Purchaser and (iv) reasonable fees and disbursements of all independent registered public accountants of the Purchaser incurred specifically in connection with such registration. It is acknowledged by the Sellers, that the Sellers shall bear all other expenses related to such registration, including incremental selling expenses relating to the sale of the Shares, such as brokerage fees and all reasonable fees and expenses of any legal counsel representing the Sellers.

(e) **Indemnification.** Each Seller agrees, jointly and severally, to indemnify and hold harmless Purchaser and its Affiliates, and their respective directors, officers, members, representatives, employees and agents (the "**Purchaser Indemnitees**"), from and against any and all losses, claims, damages, judgments, actions, reasonable out-of-pocket expenses, and other liabilities (the "**Liabilities**"), including, without limitation and as incurred, reimbursement of all reasonable costs of investigating, preparing, pursuing or defending any claim or action, or any investigation or proceeding by any governmental agency or body, commenced or threatened, including the reasonable fees and expenses of outside counsel to any Purchaser Indemnitee, joint or several, directly or indirectly related to, based upon, arising out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or prospectus (as amended or supplemented), or any preliminary prospectus or any other document prepared by Purchaser used to sell the Shares, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, insofar as such Liabilities arise out of or are based upon any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with information relating to such Seller furnished to Purchaser in writing by such Seller expressly for use therein. The indemnity provided for herein shall remain in full force and effect regardless of any investigation made by or on behalf of any Purchaser Indemnitee.

5. **Miscellaneous.**

5.1 **Notices.** Any notices or other communications required or permitted hereunder shall be given to the appropriate party at the address of such party set forth on the signature page(s) hereto or at such other address as such party shall specify by ten (10) days advance written notice to the other parties hereto. Such notice shall be in writing and shall be deemed given: (a) upon personal delivery; (b) upon delivery by facsimile transmission with receipt confirmed if sent during normal business hours; if not, then on the next Business Day; (c) if sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing; or (d) one (1) day after deposit with a nationally-recognized overnight courier, specifying next day delivery, prepaid and with verification of receipt.

5.2 **Section Headings.** Section and other headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

5.3 Interpretation. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. Unless the context indicates otherwise, the term “or” shall be deemed to include the term “and” and the singular or plural number shall be deemed to include the other.

5.4 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Delaware as applied to contracts to be performed entirely within such state.

5.5 Injunctive Relief. The parties hereto acknowledge and agree that irreparable harm would occur in the event of any breach of this Agreement and that, as a result, there can be no adequate remedy at law for any breach of a party’s obligations hereunder. Accordingly, the parties expressly agree that, upon any breach or threatened breach of this Agreement by any party, the other parties hereto shall be entitled to obtain injunctive relief, including specific performance, in addition to any available remedies at law, from any court of competent jurisdiction, wherever located, without the requirement of posting a bond.

5.6 Successors and Assigns. This Agreement shall bind the heirs, personal representatives, successors, assigns, executors, and administrators of each party hereto, and inures to the benefit of each party hereto, and its agents, directors, officers, employees, heirs, successors and assigns.

5.7 Amendments. No amendments or additions to this Agreement shall be binding unless made in writing and signed by all the parties hereto.

5.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, each such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

5.9 Entire Agreement. The terms of this Agreement are intended by the parties hereto to be the final and exclusive expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement, any and all of which are superseded hereby. The parties further intend that this Agreement, together with the 2019 Transaction Documents, shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative or other legal proceeding involving this Agreement. Each of the parties hereto acknowledges and agrees that it was not relying on any representations of the other party hereto that were not contained in this Agreement and that, except as expressly set forth in this Agreement, each of the 2019 Transaction Documents shall continue in full force and effect, in accordance with its respective terms.

5.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signature pages shall be effective as originals for all purposes hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Equity Purchase Agreement as of the Effective Date.

PURCHASER:

Kratos Defense & Security Solutions, Inc.

By: /s/ Marie Mendoza

Name: Marie Mendoza

Title: Senior Vice President, General Counsel and Secretary

Address: 10680 Treena Street, 6th Floor

San Diego, CA 92131

Attention: Marie Mendoza

Email: marie.mendoza@kratosdefense.com

SELLERS:

The Shirley C. Brostmeyer Revocable Trust u/a/d August 25, 2002, as amended and restated August 13, 2014

By: /s/ Shirley C. Brostmeyer

Name: Shirley C. Brostmeyer

Title: Trustee

By: /s/ Joseph D. Brostmeyer

Name: Joseph D. Brostmeyer

Title: Trustee

Address: 122 Pegasus Drive, Jupiter, FL 33477

Attention: Joseph Brostmeyer

Email: joe2025@gmx.com

The Joseph D. Brostmeyer Revocable Trust u/a/d August 25, 2002, as amended and restated August 13, 2014

By: /s/ Joseph D. Brostmeyer
Name: Joseph D. Brostmeyer
Title: Trustee

By: /s/ Shirley C. Brostmeyer
Name: Shirley C. Brostmeyer
Title: Trustee

Address: 122 Pegasus Drive, Jupiter, FL 33477

Attention: Joseph Brostmeyer

Email: joe2025@gmx.com

The Shirley Brostmeyer 2018 Family Trust u/a/d December 17, 2018

By: /s/ Joseph D. Brostmeyer
Name: Joseph D. Brostmeyer
Title: Trustee

By: /s/ Sara J. Brostmeyer
Name: Sara J. Brostmeyer
Title: Trustee

Address: 122 Pegasus Drive, Jupiter, FL 33477

Attention: Joseph Brostmeyer

Email: joe2025@gmx.com

The Joseph D Brostmeyer 2018 Irrevocable Trust u/a/d December 17, 2018

By: /s/ Shirley C. Brostmeyer
Name: Shirley C. Brostmeyer
Title: Trustee

By: /s/ Julia A. Brostmeyer
Name: Julia A. Brostmeyer
Title: Trustee

Address: 122 Pegasus Drive, Jupiter, FL 33477

Attention: Joseph Brostmeyer

Email: joe2025@gmx.com

Pegasus Residual, LLC

By: /s/ Joseph Brostmeyer
Name: Joseph Brostmeyer
Title: Manager

Address: 122 Pegasus Drive, Jupiter, FL 33477

Attention: Joseph Brostmeyer

Email: joe2025@gmx.com

KTT CORE:

KTT CORE, Inc.

By: /s/ Marie Mendoza
Name: Marie Mendoza
Title: Secretary

Address: 10680 Treena Street, Suite 600, San Diego, CA 92131

Attention: General Counsel

Email: marie.mendoza@kratosdefense.com

FTT:

Florida Turbine Technologies Inc.

By: /s/ Marie Mendoza
Name: Marie Mendoza
Title: Secretary

Address: 10680 Treena Street, Suite 600, San Diego, CA 92131

Attention: General Counsel

Email: marie.mendoza@kratosdefense.com

Exhibit A

2022 EBITDA Estimate

The 2022 EBITDA Estimate for the KTT Division is \$5,354,000.

Exhibit B

Entities

KTT CORE, Inc.
Florida Turbine Technologies, Inc.
Consolidated Turbine Specialists, LLC

Exhibit C

Stock Power

For value received, Pegasus Residual, LLC, a Delaware limited liability company (the “**Seller**”), does hereby sell, assign and transfer unto Kratos Defense & Security Solutions, Inc., a Delaware corporation, 1,047.335 shares of Class B Common Stock, par value \$.001 per share (the “**Common Stock**”), of KTT CORE, Inc., a Delaware corporation (the “**Company**”), standing in the name of the Seller on the books of the Company represented by the stock certificates herewith and does hereby irrevocably constitute and appoint the Secretary of the Company as the Seller’s attorney to transfer such shares of Common Stock on the books of the Company with full power of substitution in the premises.

Dated: June 13, 2022

SELLER:
Pegasus Residual, LLC
By: <u>/s/ Joseph Brostmeyer</u> Name: Joseph Brostmeyer Title: Manager

Exhibit D

Form of Investor Questionnaire

EXHIBIT E

Investor Questionnaire

This questionnaire (“Questionnaire”) must be completed, dated and signed by each potential investor in connection with the offer and sale by Kratos Defense & Security Solutions, Inc., a Delaware corporation (the “Company”), of shares (each, a “Share” and, collectively, the “Shares”) of the Company’s common stock, par value \$0.001 per share, pursuant to the Equity Purchase Agreement, made and entered into as of June, 2022, by and among the Company, the Sellers and the other parties thereto set forth therein.

This Questionnaire should be completed by each person that will be making an investment decision with respect to the Shares. All questions should be completed with respect to the undersigned if an individual or the entity on whose behalf the undersigned is signing (i.e., “you” means the entity), unless otherwise directed. The purpose of this Questionnaire is to assure the Company that any offer and purchase of the Shares will meet the standards imposed by the Securities Act of 1933, as amended (the “Securities Act”), and applicable state securities laws. This Questionnaire does not constitute an offer to sell or a solicitation of an offer to buy any security.

Your answers will be kept confidential. However, by signing this Questionnaire you agree that the Company and its counsel may rely on the information set forth in this Questionnaire for purposes of complying with all applicable securities laws and may present this Questionnaire to such parties as it reasonably deems appropriate if called upon to establish its compliance with such securities laws.

I. BACKGROUND INFORMATION

If you are a natural person, please fill in the identification questions in A. If you are an entity, please fill in the identification questions in B.

A. NATURAL PERSON IDENTIFICATION QUESTIONS

Name _____
(EXACT NAME AS IT SHOULD APPEAR ON THE SHARES)

Residence Address _____

Email _____

Home Telephone Number _____

Date of Birth _____

Social Security Number (if applicable) _____

Are you a U.S. citizen or resident? Yes No

Country of Citizenship (if not a U.S. citizen)

Passport Number (if not a U.S. citizen or resident)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Eric M. DeMarco, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kratos Defense & Security Solutions, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2022

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

/s/ ERIC M. DEMARCO

Eric M. DeMarco

Chief Executive Officer, President

(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Deanna H. Lund, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kratos Defense & Security Solutions, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2022

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

/s/ DEANNA H. LUND

Deanna H. Lund

Executive Vice President, Chief Financial Officer

(Principal Financial Officer and Acting Principal Accounting Officer)

**CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

In connection with the accompanying Quarterly Report of Kratos Defense & Security Solutions, Inc. (the "Company") on Form 10-Q for the quarter ended June 26, 2022 (the "Report"), I, Eric M. DeMarco, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 4, 2022

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

/s/ ERIC M. DEMARCO

Eric M. DeMarco

Chief Executive Officer, President

(Principal Executive Officer)

**CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

In connection with the accompanying Quarterly Report of Kratos Defense & Security Solutions, Inc. (the "Company") on Form 10-Q for the quarter ended June 26, 2022 (the "Report"), I, Deanna H. Lund, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 4, 2022

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

/s/ DEANNA H. LUND

Deanna H. Lund

Executive Vice President, Chief Financial Officer

(Principal Financial Officer and Acting Principal Accounting Officer)