

WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF EXELIS INC.

The undersigned, being all of the directors (each, a "Director") of the Board of Directors (the "Board") of Exelis Inc. (the "Corporation"), an Indiana corporation, hereby waive the giving of any and all notice of the holding of a meeting of the Directors, and acting in lieu of a meeting pursuant to § 23-1-34-2 of the Indiana Business Corporation Law, hereby unanimously consent to, adopt and approve the following resolutions and the actions taken thereby, and a copy of this unanimous written consent (the "Unanimous Written Consent") hereby is ordered to be filed with the minutes of the proceedings of the Board:

WHEREAS, the Corporation heretofore has adopted and maintains (i) the Exelis Salaried Retiree Life Insurance Plan on behalf of certain retirees of the Corporation and its subsidiaries or predecessors thereto (the "Salaried Plan") and (ii) life insurance arrangements on behalf of certain retirees and certain disabled former employees of the Corporation's Space Systems Division or predecessors thereto, including Eastman Kodak Company, which arrangements include without limitation the Kodak Group Life Insurance/Survivor Benefit Insurance Plan, the Kodak Family Protection Program, the Kodak Supplementary Group Life Insurance Plan, the Kodak Life Insurance Plan and the Kodak Life Insurance Plus Plan (collectively, the "SSD Plan") and with the Salaried Plan, the "Plans" and individually, a "Plan");

WHEREAS, the Board desires to amend the Plans in various respects, effective as of the date hereof; and

WHEREAS, the Board desires to terminate the Plans, effective as of January 1, 2016.

Plan Amendment

NOW, THEREFORE, BE IT RESOLVED, that effective as of the date hereof, the Salaried Plan hereby is amended to add the following provisions (collectively, the "Legal Action Provisions") to page 12 of the ITT Salaried Retiree Life Insurance Plan Summary Plan Description, dated January 1, 2010 (which document serves, in part, as the official plan document for the Salaried Plan, provided that effective October 31, 2011, all references therein to the plan sponsor, plan administrator or entity with amendment and termination authority shall be deemed to be references to the Corporation):

Applicable Law and Venue

This plan and all rights hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of law) to the extent such laws have not been preempted by applicable federal law. The exclusive venue for any action arising under this plan shall be in the United States District Court for the Middle District of Florida.

Limitation Period for Actions Involving the Plan

Except for claims to which the periods prescribed by section 413 of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) apply, (a) no legal or equitable action under section 502 of ERISA (including an action that could have been brought under section 502 of ERISA) may be commenced later than one year after the date the claimant receives a final decision in response to the claimant’s request for review of an adverse benefit determination under this plan’s administrative claims and appeals procedure (or if later, November 1, 2016) and (b) no legal or equitable action (including a legal or equitable action under section 502 of ERISA) involving this plan may be commenced later than two years after the date the person bringing an action knew, had or was provided notice, or otherwise had reason to know, of the circumstances giving rise to the action (or if later, November 1, 2017). Notwithstanding the foregoing, in no event shall the filing of a claim or appeal under this plan’s administrative claims and appeals procedure toll, delay, or otherwise impact in any manner the running of the time period set forth in provision (b) above or the time periods prescribed by section 413 of ERISA. This provision shall not bar the plan or its fiduciaries from (x) recovering overpayments of benefits or other amounts incorrectly paid to any person under this plan at any time or (y) bringing any legal or equitable action against any party.

Legal Fees

Any award of legal fees in connection with an action involving this plan shall be calculated pursuant to a method that results in the lowest amount of fees being paid, which amount shall be no more than the amount that is reasonable. In no event shall legal fees be awarded for work related to: (a) administrative proceedings under this plan; (b) unsuccessful claims brought by a participant or any other person; or (c) actions that are not brought under ERISA. In calculating any award of legal fees, there shall be no enhancement for the risk of contingency, nonpayment or any other risk, nor shall there be applied a contingency multiplier or any other multiplier. In any action brought by a participant or any other person against this plan, any current or former committee or other body tasked with administering this plan, any current or former fiduciary of this plan, the Company or any of their current or former affiliates or their or their current or former affiliates’ respective officers, directors, trustees, employees, or agents (current or former) (collectively, the “Plan Parties”), legal fees of the Plan Parties in connection with such action shall be paid by the participant or other person bringing the action, unless the court specifically finds that there was a reasonable basis for the action.

FURTHER RESOLVED, that effective as of the date hereof, the SSD Plan hereby is amended to add the Legal Action Provisions to its official plan document (whether in the form of a summary plan description, certificate of insurance, combination thereof or otherwise);

FURTHER RESOLVED, that to the extent that any provision of the Plans is inconsistent with the Legal Action Provisions, the Legal Action Provisions shall supersede such inconsistent provision with respect to legal or equitable claims filed against any person or entity other than the company underwriting an insurance policy under which a benefit under a Plan may be payable. In the event that a legal or equitable claim is asserted against both (i) an insurance company underwriting such a policy and (ii) any other person or entity, the Legal Action Provisions shall supersede such inconsistent provision with respect to the claim asserted against such other person or entity, and the inconsistent provision shall apply solely to the extent the claim is asserted against such insurance company;

Plan Termination

FURTHER RESOLVED, that effective as of January 1, 2016, the Plans hereby are terminated, such that no benefit (whether a basic life, supplemental life, optional life, dependent life or survivor income benefit or otherwise) shall be payable under the Plans upon the death of a retiree or disabled former employee (whether a retiree or disabled former employee as of the date hereof or an active employee as of the date hereof who subsequently terminates employment from the Corporation and its subsidiaries) occurring after December 31, 2015; provided, however, that for the avoidance of doubt, this provision in no event shall be interpreted to limit any conversion rights which may inure to a retiree or disabled former employee under any insurance policy maintained in connection with a Plan; and


General

FURTHER RESOLVED, that all corporate actions and all actions taken by the officers, directors or other authorized agents of the Corporation, or any of them, in connection with the foregoing resolutions, whether taken before or after the effective dates of those resolutions, hereby are approved, ratified and confirmed as the duly authorized acts of the Corporation.

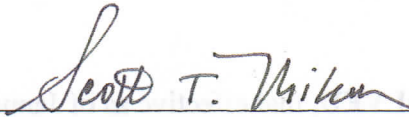
This Unanimous Written Consent may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Unanimous Written Consent. A facsimile or electronic mail transmission of a counterpart hereof bearing the signature of a Director will be legal and binding upon that Director.

[SIGNATURE PAGE FOLLOWS]

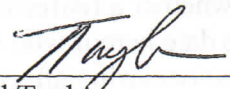
IN WITNESS WHEREOF, the undersigned, being all of the Directors of the Corporation, have executed this Unanimous Written Consent as of this 9th day of November, 2015.



Charles J. Greene



Scott T. Mikuen



Todd Taylor

**ACTION WITH RESPECT TO
CERTAIN RETIREE LIFE INSURANCE ARRANGEMENTS**